



City of Harrisonburg, Virginia

Planning Commission Meeting

May 9, 2012

7:00 p.m.

Regular Meeting
409 South Main Street

- 1) Call to order, roll call, determination of quorum, and review/approval of minutes from the April 11, 2012 regular meeting.

- 2) New Business

Alley Closing – Adjacent to 40-H-3 – 8 and 11 – 16 (Kin Group, LLC)

Consider a request from Kin Group, LLC to close 3,000 +/- square feet of an undeveloped public alley. The right-of-way is located between 5th Street and an undeveloped portion of 6th Street, adjacent to tax maps 40-H-3 through 16.

Preliminary Plat – Campus View Apartments

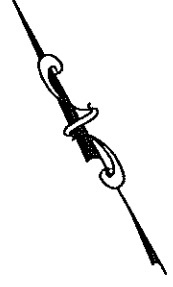
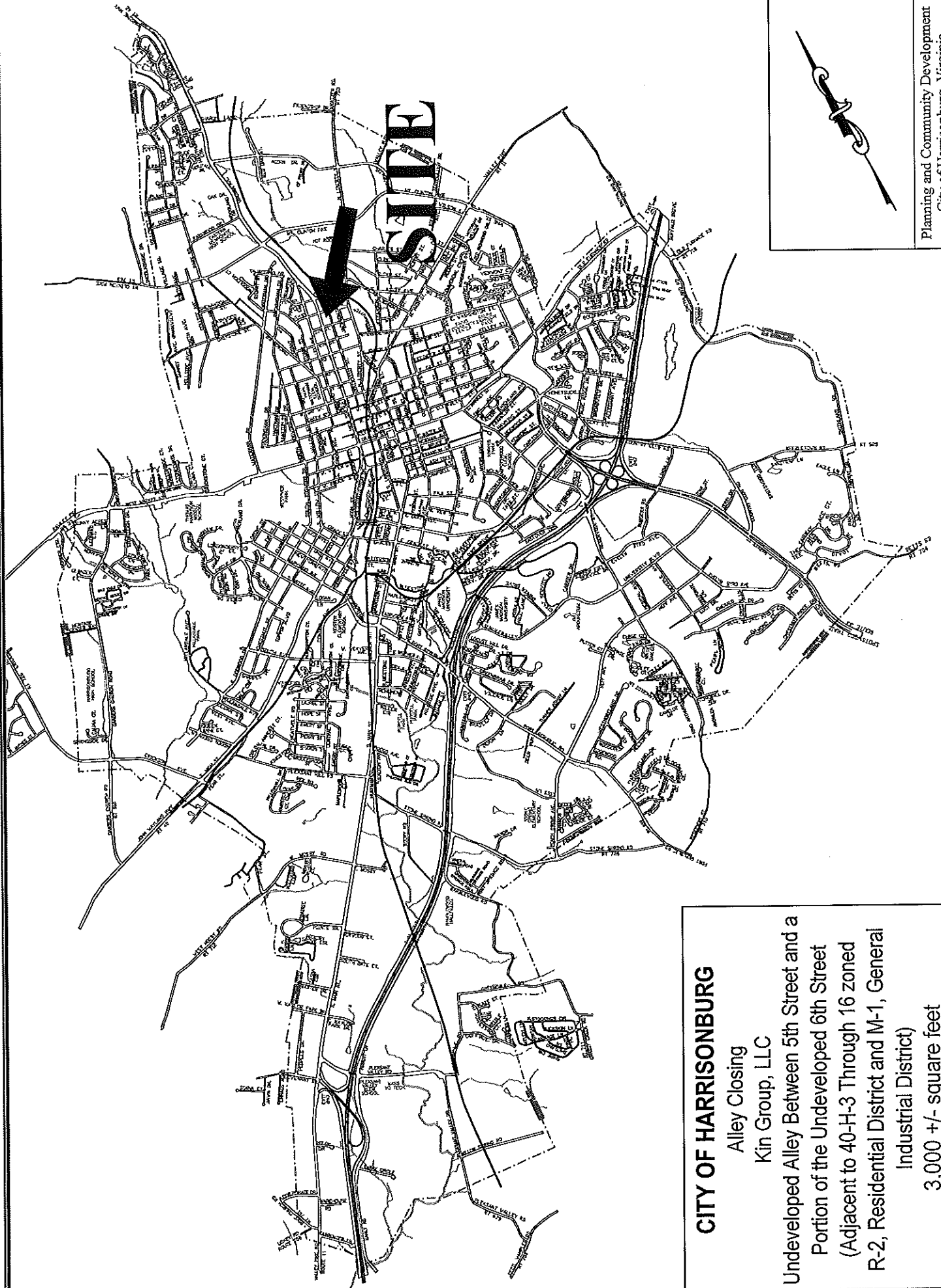
Consider a request from Campus View JMU, LLC to preliminarily subdivide one, 12.04-acre parcel into a 4.601-acre lot, a 0.397-acre lot, and a 7.035-acre lot. The property, zoned R-3, Multiple Dwelling Residential District, is located along Chestnut Ridge Drive and can be found on tax map 81-E-1.

Special Use Permit – 1340 North Liberty Street (AMVETS)

Public hearing to consider a request from Fertig Cabinet Company with representatives from the American Veterans, Post 7 (AMVETS) for a special use permit per Section 10-3-97 (9) of the Zoning Ordinance to allow a charitable or benevolent institutional use within the M-1, General Industrial District. The 1.89-acre parcel is located at 1340 North Liberty Street and can be found on tax map 45-A-7.

- 3) Unfinished Business
- 4) Public Input
- 5) Report of secretary and committees
Proactive Zoning
- 6) Other Matters
- 7) Adjournment

Staff will be available Monday June 11, 2012 at 4:30 p.m. for those interested in going on a field trip to view the sites for the June 13, 2012 agenda.



Planning and Community Development
City of Harrisonburg, Virginia

CITY OF HARRISONBURG

Alley Closing

Kin Group, LLC

Undeveloped Alley Between 5th Street and a

Portion of the Undeveloped 6th Street

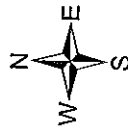
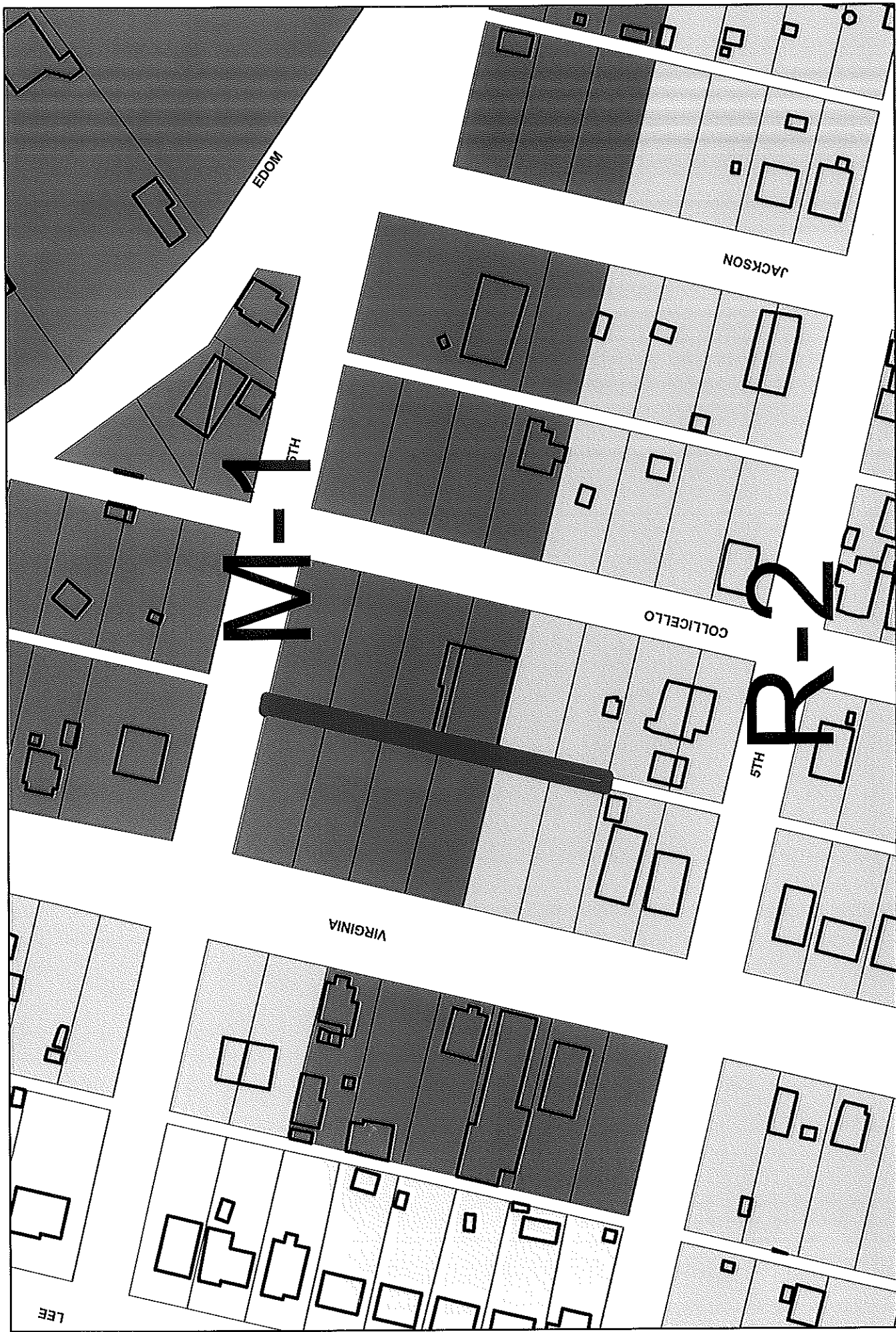
(Adjacent to 40-H-3 Through 16 zoned

R-2, Residential District and M-1, General

Industrial District)

3,000 +/- square feet

LOCATION MAP



ALLEY CLOSING

Adjacent to 40-H-3 Through 16 (Kin Group, LLC)



City of Harrisonburg, Virginia

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

STAFF REPORT

May 9, 2012

ALLEY CLOSING – ADJACENT TO 40-H-3 – 8 and 11 – 16 (KIN GROUP, LLC)

GENERAL INFORMATION

Applicant: Kin Group, LLC with representative Dean Weaver
Tax Map: Right-of-way adjacent to 40-H-3 – 8 and 11 – 16
Acreage: 3,000 +/- square feet
Location: Undeveloped alley located between 5th Street and undeveloped 6th Street.
Request: Consider a request to close a portion of an undeveloped public alley. The right-of-way is approximately 10 feet wide and 300 feet in length.

The following land uses are located on and adjacent to the property:

Site: Undeveloped City owned right-of-way.
North: Undeveloped 6th Street, professional office and vacant land, zoned M-1
East: Vacant industrial building, zoned M-1 and undeveloped lots, zoned R-2 and M-1
South: Single family dwellings, zoned R-2
West: Undeveloped building lots, zoned R-2 and M-1

EVALUATION

The applicant is requesting to close a portion of an unimproved alley that is located between 5th Street and undeveloped 6th Street. The alleyway, which is 10 feet in width and approximately 300 feet in length, visually appears to be part of the abutting properties. There are no water, sanitary sewer, stormwater, or electric facilities located within the existing right-of-way, therefore, if City Council chooses to vacate the alley, no easements are needed to be reserved.

Kin Group, LLC, the applicant, is the owner of the 12 parcels which directly adjoin the alley. They desire to close and purchase the right-of-way in order to incorporate the area into a future R-7, Medium Density Mixed Residential Planned Community. This alleyway is one of several alleys within this area of the City that is unimproved and not maintained by the City. The City has no plans to develop the alley and does not anticipate any negative consequences from vacating the right-of-way.

Staff recommends vacating the approximately 3,000 square foot public alleyway.

Date application received: _____

Application for Street or Alley Closing

City of Harrisonburg, Virginia

Review fee: \$50.00 Board of Viewers appointment (\$50.00 each): \$ Total Paid: \$

Applicant's name: Kin Group, LLC Attn: Dean Weaver

Street address: 5782 Greenhill Road Email: _____

City: Linville State: VA Zip: 22834

Telephone: Work _____ Fax _____ Mobile 540-810-7337

Representative (if any): Blackwell Engineering, LLC

Street address: 566 East Market St Email: _____

City: Harrisonburg State: VA Zip: 22801

Telephone: Work 432-9555 Fax 434-7604 Mobile _____

Description of Request

Location: Alley on Tax Map 40, Block H (see attached Alley Closing Plan)

Square footage of area to be closed: 3,000 sf

Cost per square foot: \$ 3²⁵ to 4⁰⁰ Total cost: \$

Please provide a detailed description of the proposed closure (additional pages may be attached): _____

A 300' portion of an existing 10' wide alley to be closed (see attached)

Names and addresses of adjacent property owners (Use separate sheet for additional names)

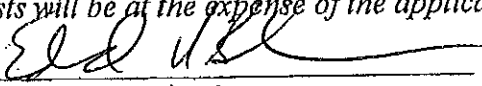
North: Kin Group, LLC (same as applicant)

South: Kin Group, LLC (same as applicant)

East: Kin Group, LLC (same as applicant)

West: Kin Group, LLC (same as applicant)

I hereby certify that it is my intention to have the above described Street(s) or Alley(s) closed and that the information contained herein is true and accurate. In addition, I understand that all required advertising and associated costs will be at the expense of the applicant.

Signature:  4/10/12
Applicant Date

ITEMS REQUIRED FOR SUBMISSION

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Completed application | <input type="checkbox"/> Value per square foot of cost to purchase |
| <input type="checkbox"/> Letter describing proposed use | <input type="checkbox"/> Fees paid |
| <input type="checkbox"/> Adjacent property owners | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Survey & metes and bounds description (prepared by a surveyor, engineer, or other person duly authorized by the State) | |

Please be advised, adjoining property owners shall be expected to buy that portion of the street/alley which abuts their property before second reading and final closing! The cost shall be at fair market value determined by the Commissioner of Revenue.

Dean Weaver

Kin Group, LLC.

5/11/12

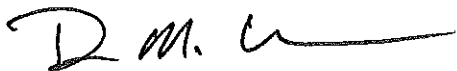
RE: Alley closing on tax map 40, block H

To Whom It May Concern,

I would like to have the alley closed that runs through my property. The property that I own under Kin Group, LLC consists of lots on both side of this "paper" alley and will better serve my plans for this property if it is closed. Since Kin Group, LLC owns all property on both sides of the alley we would like to first close the alley and then buy and incorporate the land into a future R-7 subdivision plan that requires at least two contiguous acres.

Thank you for considering my request. I look forward to a continued relationship with the City of Harrisonburg.

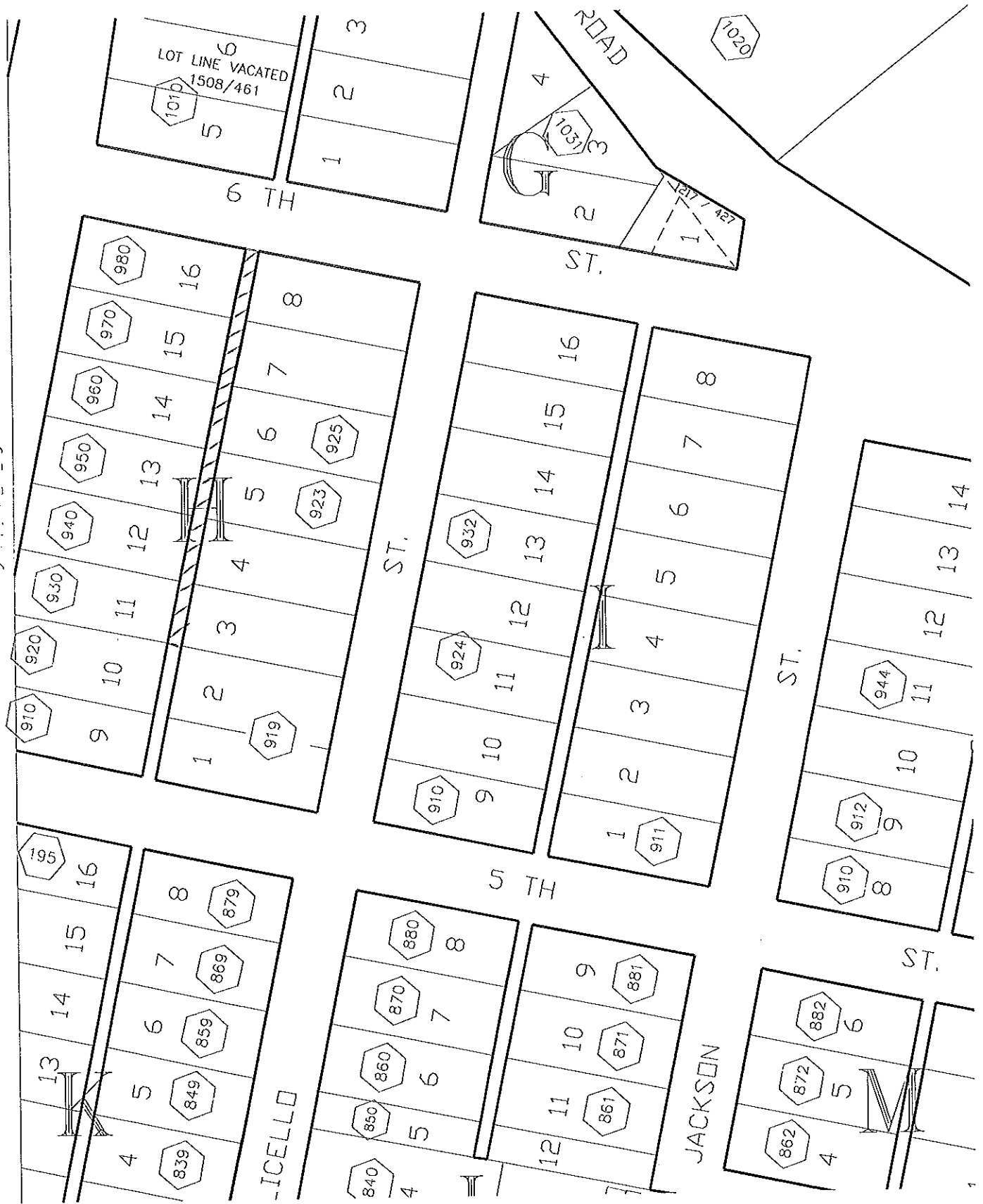
Sincerely,

A handwritten signature in black ink, appearing to read 'D. M. W.', followed by a long horizontal flourish.

Dean Weaver

TAX MAP #40

9404100 H- 37





CITY OF HARRISONBURG, VIRGINIA

Office of Commissioner of the Revenue

Municipal Building
345 South Main Street
P. O. Box 20031
Harrisonburg, VA 22801-7531
ctycomm@ci.harrisonburg.va.us
real_estate_director@ci.harrisonburg.va.us

June W. Hosaflook
Commissioner
(540)432-7704

Lisa Neunlist
Real Estate Director
(540) 432-7795
Fax (540) 432-7781

4/13/2012

MR. KURT HODGEN, CITY MANAGER
CITY OF HARRISONBURG
345 S MAIN STREET
HARRISONBURG, VA. 22801

RE: A REQUEST WAS MADE BY DEAN WEAVER, KIN GROUP, LLC TO PURCHASE 3,000 SQUARE FEET OF AN ALLEY. THE ALLEY IS LOCATED ON TAX MAP 40, BLOCK H. THE PORTION MEASURES 300' IN LENGTH AND 10' WIDE.

DEAR MR. HODGEN:

IN COMPLIANCE WITH *CITY OF HARRISONBURG CODE OF ORDINANCES, SECTION 6-1-23*, I SUBMIT THE FOLLOWING INFORMATION.

THE ADJOINING PROPERTIES ARE ASSESSED AS FOLLOWS:

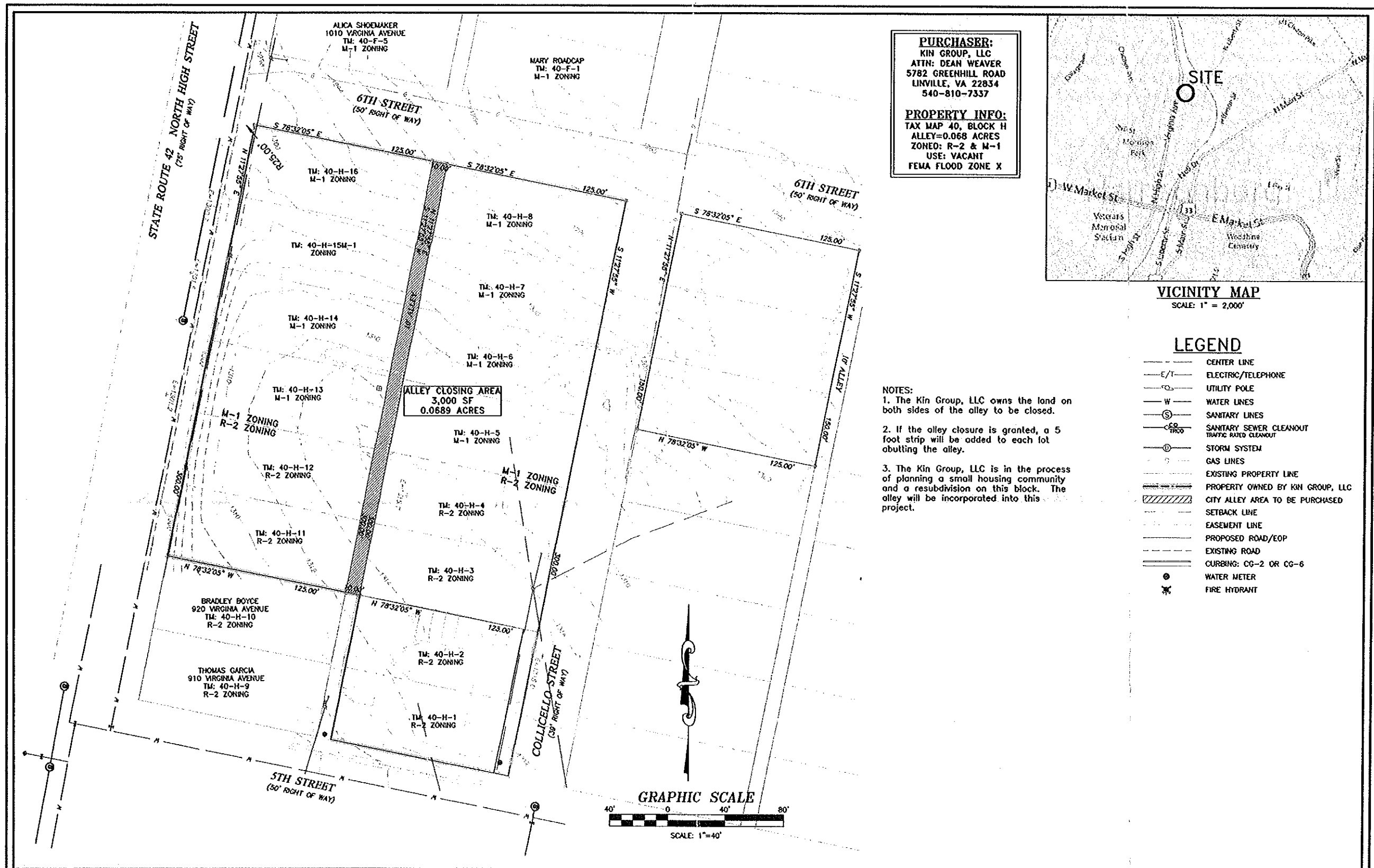
40-H- 11--16 \$ 4.00 PER SQUARE FOOT, CONTAINING APPROXIMATELY 36,000 SQUARE FEET.
40-H- 3--8 \$ 3.75 PER SQUARE FOOT, CONTAINING APPROXIMATELY 36,000 SQUARE FEET.

PLEASE NOTIFY ME IF I CAN BE OF FURTHER ASSISTANCE.

Lisa Neunlist

LISA NEUNLIST
REAL ESTATE DIRECTOR

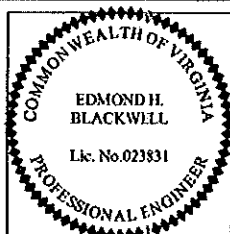
THE CITY WITH THE PLANNED FUTURE



BLACKWELL ENGINEERING, PLC
566 East Market Street
Harrisonburg, Virginia 22801
Phone: (540) 432-9555 BEO@BlackwellEngineering.com Fax: (540) 434-7804

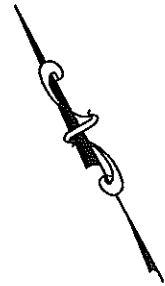
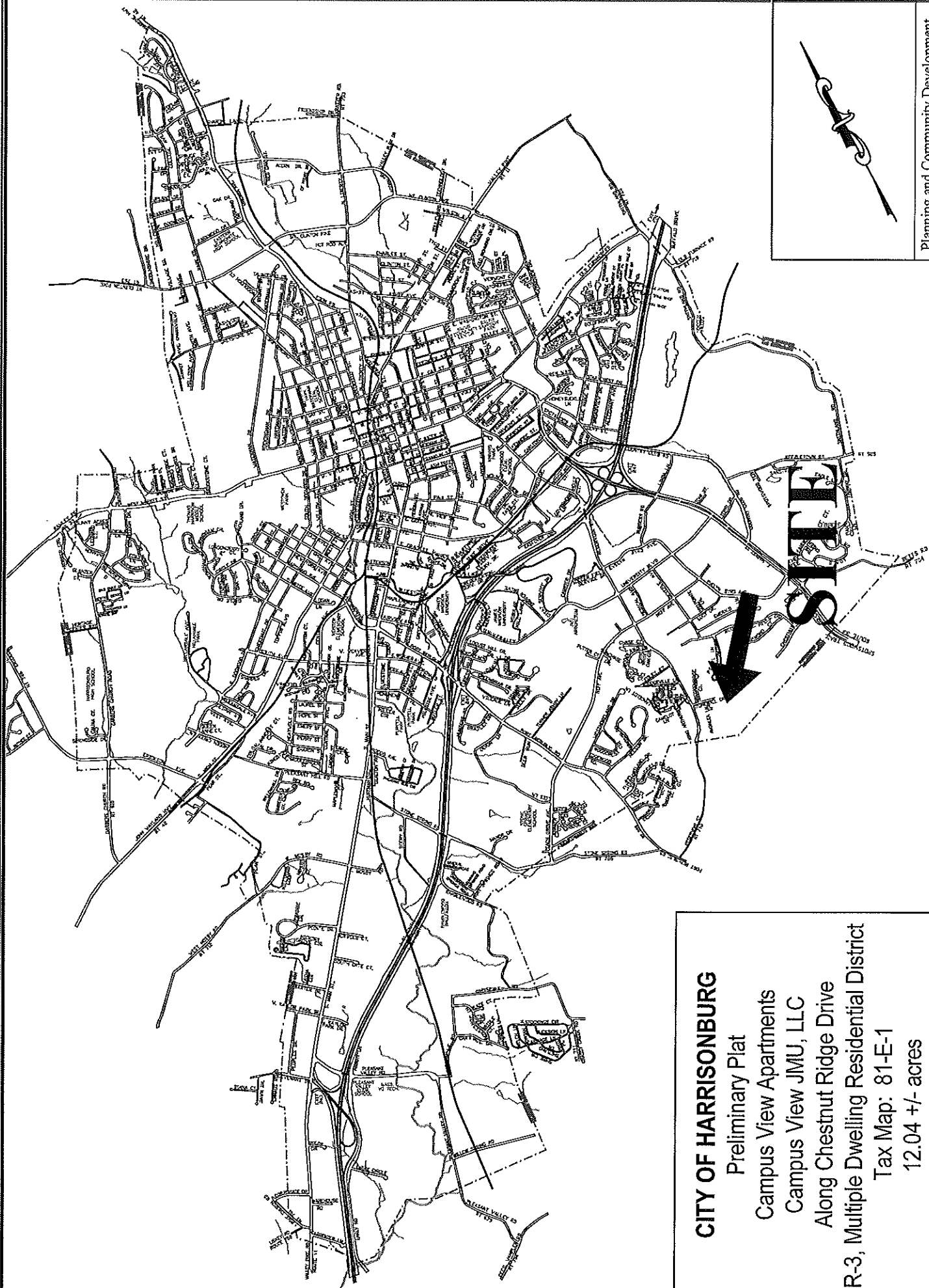
Date: APRIL 2012
Revision Date

Designed by: Scale:
Drawn by: AS SHOWN
ehb
Job No. 2266



ALLEY CLOSING PLAN
KIN GROUP, LLC
5782 GREENHILL ROAD
LINVILLE, VA 22834

Drawing No.
1
of 1 Sheets



Planning and Community Development
City of Harrisonburg, Virginia

CITY OF HARRISONBURG

Preliminary Plat

Campus View Apartments

Campus View JMU, LLC

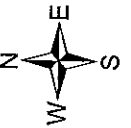
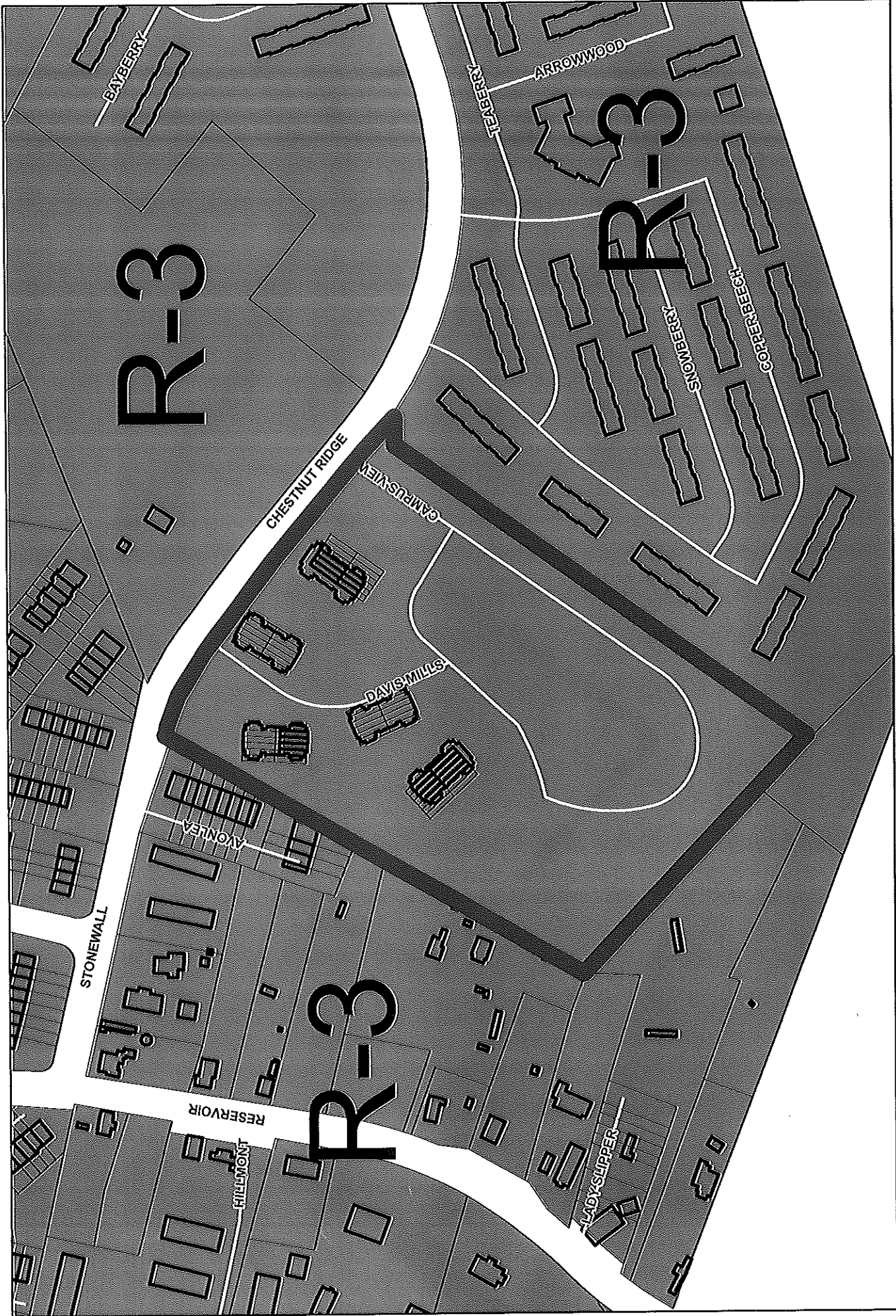
Along Chestnut Ridge Drive

R-3, Multiple Dwelling Residential District

Tax Map: 81-E-1

12.04 +/- acres

LOCATION MAP



PRELIMINARY PLAT CAMPUS VIEW APARTMENTS



City of Harrisonburg, Virginia

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

STAFF REPORT

May 9, 2012

PRELIMINARY PLAT – CAMPUS VIEW APARTMENTS

GENERAL INFORMATION

Applicant: Campus View, JMU, LLC
Tax Map: 81-A-19
Acreage: 12.03 acres
Location: South side of Chestnut Ridge Drive
Request: Preliminary subdivision of property into three lots of 0.397 acres, 4.601 acres and 7.035 acres

LAND USE, ZONING, AND SITE CHARACTERISTICS

The Comprehensive Plan designates this area as Medium Density Mixed Residential. This designation states that these largely undeveloped areas continue the existing medium density character of adjacent areas, but in a different form. They are planned for small-lot single family detached and single family attached neighborhoods where green spaces are integral design features. Apartments could also be permitted under special circumstances. They should be planned communities that exhibit the same innovative features as described for the low density version of mixed residential development. The gross density of development in these areas should be in the range of 4 to 12 dwelling units per acre and commercial uses would be expected to have an intensity equivalent to a Floor Area Ratio of at least 0.4, although the City does not measure commercial intensity in that way.

The following land uses are located on and adjacent to the property:

Site: Campus View Condominiums, a development planned for 167 condominium units, 47 units (and 1 clubhouse) of which have been constructed to date, zoned R-3
North: Undeveloped land and Stonewall Heights Townhouses, zoned R-3
East: Copper Beech, 432 apartment units plus their recreational facilities, zoned R-3
South: Scattered single family homes in City, zoned R-3; several single family homes in county, zoned A-2
West: The Gables townhouses, apartments and several single family homes, zoned R-3

EVALUATION

In June 2008, this 12 acre site was approved for development as a 14 building, 167 unit condominium development (previous site plans had also received approval but the June 2008 plan is the most recent). Each unit has four bedrooms and one condominium unit functions as the complex clubhouse. Four of the fourteen buildings were completed in 2008, containing a total of 47 units and the clubhouse. Most of these individual units have been sold. A building which was started (only

the pad has been constructed) but not completed is still owned by Campus View JMU, LLC. In addition, Campus View JMU also continues to own scattered units in the finished buildings. The owners of these finished units, including Campus View JMU, comprise a homeowners association. During creation of the condominium development, phase lines were drawn, and unit owners bought into the area created by the phase line. The phase lines are not property division lines, but the proposed subdivision of the property follows the phase lines.

Davis Mill, LLC, wishes to purchase the undeveloped property and construct the remaining units (10 buildings containing a total of 120 units.). They have explained that their bank does not want to be part of the existing homeowners association and is requiring the subdivision. In addition, Davis Mill, LLC believes it would be difficult to get individual unit owners to agree to have their units encumbered by a financial obligation not directly related to their ownership. Because of this, they are seeking to subdivide the property into three lots along the phase lines used in the condominium organizational documents. Davis Mill, LLC, wishes to purchase proposed Lot 3 (undeveloped portion), of 7.035 acres and proposed Lot 2 (containing existing foundation and surrounding area), of 0.397 acres—leaving the homeowners association with proposed Lot 1 (existing four buildings and surrounding common area), of 4.601 acres. Easement agreements and cost sharing arrangements for the shared parking/access areas and utilities will be required prior to approval of a final plat.

The development as a whole meets maximum density and setback requirements. Once the proposed lot lines are inserted however, these requirements are no longer met for proposed lots 2 and 3 on an individual parcel basis. As such, the applicant has made application for seven variances with the Board of Zoning Appeals (BZA). The BZA will hear these cases at their meeting on May 7, 2012, two days before the preliminary subdivision request goes to Planning Commission. The applicants believe the proposed subdivision is the only configuration that will allow them to separate the lots for financing purposes without undue legal and financial problems.

The applicant is asking for the following variances from the BZA:

Lot 2: Variance to lot area requirement of one unit per 3,000 square feet of lot area—lot requires 36,000 square feet for the 12 unit building and contains 17,293.39 square feet; seeking a variance of 18,706.91 square feet and a reduction in the required side yard setback from 10 feet to 4.8 feet and the required rear yard setback from 25 feet to 9.97 feet.

Lot 3: Variance to lot area requirement of one unit per 3,000 square feet of lot area—lot requires 324,000 square feet for the 108 units in 9 buildings and contains 306,445.87 square feet; seeking a variance of 17,554.13 square feet and a reduction in the side yard setbacks for three buildings with the amounts of the variances ranging from 2.3 feet to 8.8 feet.

Although the site plan approved in 2008 remains valid and may continue to be used if the variances and subdivision are approved, the developer will need to do several things to proceed with development. A BMP (Best Management Practices) Maintenance Agreement for the stormwater detention basin will need to be recorded as although it was installed with the previous phase of development, it is to serve the remainder of the development as well. This agreement will include details on maintenance and reporting responsibilities. After this is done, the developer must obtain a valid Land Disturbance Permit and then Building Permits. The Subdivision Ordinance and Design and Construction Standards Manual require that sidewalk be installed along the full street frontage of

the property (along Chestnut Ridge Drive). The existing sidewalk extends along a portion of chestnut Ridge Drive from Campus View Circle to the bus pull off. It will need to be extended to include the remaining frontage to the west of the bus pull off as well as a small section east of Campus View Circle. This sidewalk will need to be guaranteed by surety prior to final plat approval.

This site plan was approved under the R-3, Multiple Dwelling Residential District, zoning ordinance provisions in effect prior to August 14, 2010. If the BZA does not approve all of the requested variances, Planning Commission can still approve the preliminary plat as the variances all involve proposed buildings. All of the constructed buildings and their lot (proposed Lot 1) comply with all zoning ordinance requirements. The slab of the building that was started could remain on proposed Lot 2 as the zoning ordinance does not prohibit a lot from having a slab of concrete on it. If the BZA does not grant all of the requested variances, and the property is subdivided as desired, changes to the existing site plan to make the remainder of the development conform to zoning ordinance requirements would be extensive enough that a new site plan submission would be required. Submission of a new site plan triggers the requirement to meet the R-3, Medium Density Residential District, zoning ordinance provisions that became effective August 14, 2010. Under these regulations, apartment buildings require a special use permit. The applicant, however, may decide to withdraw the preliminary subdivision if the BZA does not grant all of the requested variances.

An additional item to note in review of the preliminary plat is that the configuration on the plat shows property boundaries at edges of parking areas and cutting through parking spaces. The current landscaping regulations, Zoning Ordinance Section 10-3-25 (3), require that in a development such as this, parking spaces be separated from all property lines by a landscaped border not less than ten feet in width or appropriate visual elements such as walls or fencing. Some of the places where these property lines abut parking spaces, a fence could be installed, although not desirable, to alleviate the violation. In other places, a property line goes between or across parking spaces where a fence would not be able to remedy the violation. Therefore, under current requirements this plat could not receive approval. However, this plat will meet requirements of the newly adopted parking lot landscaping regulations, effective September 1, 2012. Under these regulations the same ten foot landscaping border separation is required from property lines, with the exception of along adjoining lines which lie within a shared parking arrangement. The plat contains a note explaining this situation and stating the applicant is aware the final plat cannot be approved until September 1, 2012.

Although there are multiple unique circumstances surrounding this proposed preliminary subdivision plat, they do not keep the plat from meeting all zoning ordinance requirements and it is recommended for approval as presented.

Date Application Received: _____

Total Paid: _____

Application for Preliminary Subdivision Plat Approval

City of Harrisonburg, Virginia

Fee: w/o Variance Request \$175.00 plus \$20.00 per lot
Variance Request \$200.00 plus \$20.00 per lot
Plus fees for TIA reviews where applicable (see back for details)

I, Campus View JMU, LLC, hereby apply for preliminary subdivision plat approval for the following property located within the City of Harrisonburg:

Description of Property

Title of Subdivision: Campus View Apartments
Location (Street Address): 520 Davis Mills Rd Sheet: 81 Block: A Lot: 19
Total Acreage: 12.042 Number of Lots Proposed: 3 Zoning Classification: R-3

Proposed Use of Property: Apartments

Property Owner's Name: Campus View JMU, LLC
Street Address: 2801 Liberty Avenue Email: mbond@madisonacquisitions.com
City: Pittsburgh State: PA Zip: 15222
Telephone: Work 412-281-1881 Fax _____ Mobile _____

Owner's Representative (if applicable): Blackwell Engineering, PLC (Ed Blackwell)
Street Address: 566 E. Market Street Email: ed@blackwellengineering.com
City: Harrisonburg State: VA Zip: 22801
Telephone: Work 540-432-9555 Fax 540-434-7604 Mobile _____

Developer: Davis-Mill, LLC
Telephone: 804-248-2205 Email: c_blundon@hotmail.com

Surveyor/Engineer: _____
Telephone: _____ Email: _____

VARIANCES

NOTE: If a variance is requested, please provide the following information:

I (we) hereby apply for a variance from Section _____ of the City of Harrisonburg
Subdivision Ordinance and/or Section _____ of the City of Harrisonburg Design and
Construction Standards Manual, which require(s): _____

I (we) believe a variance should be granted based on the following "unnecessary hardship" which is peculiar to the property in question (See Section 10-2-2 of the Subdivision Ordinance):

The City of Harrisonburg's preliminary plat and subdivision requirements are in the code of the City of Harrisonburg, Subdivision Ordinance Sections 10-2-1 through 10-2-86. Please read these requirements carefully.

Certification: I have read the ordinance requirements. I also certify that the information contained herein is true and accurate.

Signature: [Signature] Signature: _____
Property Owner Applicant, if different from owner

See Back for Additional Application Fees Regarding TIA Reviews

Last Updated: 07/01/2011

TIA Review Fees

- (a). Would the development from this preliminary plat require a Traffic Impact Analysis by VDOT?
Yes _____ No X

If yes, then fees must be made payable to VDOT to cover costs associated with the TIA review.

PLEASE NOTE – If a TIA is required, this application shall not be considered accepted until the TIA has been reviewed.

- (b). Would the development from this preliminary plat require a Traffic Impact Analysis review by the City?
Yes _____ No X

If yes, then an additional \$1,000.00 must be made payable to the City to cover costs associated with the TIA review.

PLEASE NOTE – If a TIA is required, this application shall not be considered accepted until the TIA has been reviewed.

Davis Mill, LLC.

P O Box 54

Somerset, VA 22972

(804) 248-2205

April 26, 2012

Ms. Roslyn Ray

City of Harrisonburg

Department of Planning and Community Development

409 South Main Street

Harrisonburg, VA 22801

Dear Ms Ray,

You have asked for a letter explaining the request for a variance on the property known as Campus View Condominiums. I offer the following.

To review, Campus View Condominiums were approved in approximately 2007 for 14 buildings of 12 units each. Four buildings were built and are occupied by purchasers. One unit is occupied by the Clubhouse. Consequently, there are 47 unit owners in the condominium currently. The property went into foreclosure in the recession and my group, Davis Mill, LLC, has a contract to acquire the remaining land equal to approximately 7 acres. We intend to build the remaining 10 buildings with 12 units each, or 120 units.

In extensive efforts to finance the acquisition and construction of the remaining units, it has become clear that it is impossible, or extremely difficult, to get financing for condominiums after the upheaval of the recent recession. In order to finance the project, we made the decision to not be a part of the existing condominium or homeowner's association, but to be a separate entity operating conventional apartments. We will be closely tied with the existing condominium association in that there are blanket cross easements for parking and vehicular access across both properties, and residents of our apartments have an easement to use the pool and the Clubhouse and all other recreational common facilities. Davis Mill, LLC will pay its share of expenses to the condominium association for use of these facilities. These easements will be perpetual and will run with the land.

The boundary of the property that Davis Mill is preparing to acquire was drawn as a phase line in the condominium development. These are the boundaries that will define the land bought by Davis Mill, and they cannot be changed because the existing condominium owners bought land as described by these phase lines. It was discovered that, on a stand-alone basis, the land to be acquired was slightly too small for the number of units approved on it. This is because the pool and the clubhouse occupy land on the condominium property and edge the land per unit number slightly higher than the land per unit number on the remaining land. This is despite the fact that, as a whole, the 12-acre site meets the land requirement of 3,000 square feet per unit. Consequently, Davis Mill, LLC seeks to get a variance from the land per unit calculation so that it may develop the land to be acquired with the number of units approved.

It should be noted that taken as a whole there is absolutely no change to the density of the approved 12-acre site, or the use patterns, or traffic patterns on the property. The two portions of the 12-acre site will function, to all the world, as one 168 unit development in perpetuity. The only difference is a legal one wherein part of the 12 acre site is owned under condominium ownership and part is owned on a fee simple basis. This situation may never be repeated again in Harrisonburg, or at least it is an extremely rare occurrence, and, thus, will not set a precedent.

The site has been abandoned for years, and has become an eyesore and a magnet for mischief. This request reflects the reality of the finance market in this post recession period. With this variance, that has no effect on the development of the property as originally approved, we believe that an abandoned eyesore can be transformed into a productive asset that will contribute to the City of Harrisonburg.

Thank you very much for your consideration in this matter.

We look forward to being a productive member of the Harrisonburg community.

Sincerely,

Guy Blundon

Rosalyn Ray

From: Matt Bond [mbond@madisonacquisitions.com]
Sent: Friday, April 27, 2012 2:48 PM
To: Rosalyn Ray
Cc: ed@blackwellengineering.com
Subject: RE: Campus View JMU

Madison Tech Stuhouse, LP acquired the mortgage and note from Huntington Bank in May 2011. Campus View JMU, LLC was the borrower and continues to hold title to the property. Since Madison acquired the note, Madison has spent a great deal of time and money "cleaning up" the project – settling liens, paying back taxes, finishing construction, landscaping, completing unfinished E&S work, etc.

Outside of the existing units / HOA but part of the project, there is additional vacant land that was approved for 9, 12-unit buildings (identical to the existing units). Our buyer for this property has put forward significant dollars toward the acquisition and completion of the project. It is his intention to build-out the rest of the project to the previously approved plan. He is buying the land with cash and has a bank ready to lend him the money for the construction of the buildings.

The bank requires the land to be separately sub-divided so that they can have title to lien against. Also, the bank required it to be separate because they could not get comfortable with the risk / liability associated with the HOA and any historical / warranty related obligations thereof. Thirdly, it is not fair to the HOA / home owners to have their units / property encumbered by a mortgage that is not directly related to their property / ownership. Sub-division of the parcel as proposed is the only way to satisfy the banks requirement. Without the bank/loan, the project will not be completed/built.

Currently within the HOA property there are a total of 59 condo units. Of which 20 units are controlled by the existing owner Campus View JMU, LLC and 39 units are owned by private individuals/parties. The common areas are the property of HOA and are controlled by Campus View JMU LLC as the declarant. There is an easement agreement / cost sharing agreement between the buyer and HOA for the use of these common facilities, cross-access and parking.

From: Rosalyn Ray [mailto:Rosalyn.Ray@harrisonburgva.gov]
Sent: Tuesday, April 24, 2012 2:58 PM
To: Matt Bond
Subject: Campus View JMU

Mr. Bond,

I thought I'd send an email since we seem to keep missing each other on the phone. I am handling the Board of Zoning Appeals case for the variance requests for the property in Harrisonburg. I was wondering if we could get a letter from you describing the history of the property and how things got to where they are now with the new buyer. Also, could you provide the breakdown of the current ownership of the property – how many condos are privately owned and how many are still owned by Campus View JMU, LLC, as well as the ownership of the common area. If the purchase goes through, will the ownership of the non-private owned condos and the common area go to the new owner?

I really appreciate your help – everything has been conveyed verbally at this point and I'd like to have something written to refer to.

Regards,

Rosalyn

City of Harrisonburg
Department of Planning and Community Development

DRAFT 4/3/12

This instrument prepared by: St. John, Bowling, Lawrence & Quagliana, LLP
T.M.P. _____

THIS DEED OF EASEMENT is made as of the 19th day of March, 2012 ,
by and between Campus View JMU, LLC, a Virginia limited liability company
("Campus View") (indexed as Grantor); Campus View JMU Condominium Unit
Owners Association, Inc. (the "Association") (indexed as Grantor), and Davis
Mill, LLC, a Virginia limited liability company ("Davis Mill") (indexed as
Grantee).

WITNESSETH:

WHEREAS, Campus View is the Declarant of Campus View JMU
Condominium (the "Condominium"), now consisting of Units 1-59, as described
in the Declaration for Campus View JMU Condominium, dated August 5, 2008,
recorded in the Clerk's Office of the Circuit Court of Rockingham County,
Virginia in Deed Book 3368, Page 193 (the "August 5, 2008 Declaration"), which
Declaration was amended by Amendment to Declaration for Campus View JMU
Condominium, recorded in the aforesaid Clerk's Office on May 22, 2009 in Deed
Book 3523, Page 427 (the "Amendment") (the August 5, 2008 Declaration and the
Amendment collectively from time to time are referred to herein as the
"Declaration"); and

WHEREAS, the property of the existing Campus View JMU Condominium
is described by metes and bounds in Exhibit A to the August 5, 2008 Declaration,
as the Condominium boundaries were amended by adding Phase II to the

Condominium as described in Exhibit A1 to the Amendment, and as further shown on a plat at Exhibit D to the Amendment, plat of Benner & Assoc., Inc., Sheet 1 of 3 (the "Plat"), identified on said plat as "Phase I 4.16 acres" and "Phase II Parcel A 0.397 acres" and "Phase II Parcel B 0.443 acres." (the "Condominium Property"); and

WHEREAS, Davis Mill is the fee simple owner of the property shown on the Plat as "Campus View JMU LLC 7.035 acres" by virtue of deed of conveyance from Campus View dated _____, recorded in the aforesaid Clerk's Office immediately before this deed of easement. This 7.035 acres is no longer the residue of the additional land described in Exhibit D of the Amendment, but has been withdrawn from the Condominium by Second Amendment to Declaration, dated _____, 2012, recorded immediately prior hereto; and

WHEREAS, Davis Mill is the contract purchaser of that portion of the Condominium Property shown on the Plat as "Phase II Parcel A 0.397 acres" by virtue of a contract of purchase dated March _____, 2012. This 0.397 acres has a pad and twelve (12) unbuilt but registered units, which land and units will be withdrawn from the Condominium prior to sale to Davis Mill. The 0.397 acres parcel and the Campus View JMU, LLC 7.035 acres parcel shown on the Plat are sometimes referred to herein as the "Davis Mill Property."; and

WHEREAS, Davis Mill plans to construct a total of 120 rental units in ten (10) buildings on the Davis Mill Property, which consists of the 7.035 acres parcel (nine buildings and 108 units) and, when acquired, the Phase II Parcel A 0.397

acres parcel (one building and twelve (12) units) as shown on the Plat, all as allowed by the original approved site plan and current zoning for the initial Campus View JMU Condominium. But these 120 rental units, when constructed, will not be a part of the Campus View JMU Condominium regime because the land on which they will be constructed has been withdrawn or will be withdrawn from the Condominium Property; and

WHEREAS, Article IV, Sections 4.3, 4.4, and 4.5 and Article VI of the Declaration authorize Campus View as Declarant to grant the necessary construction and utility easements and access easements and cross-easements for use of Common Facilities as that term is defined in the Declaration, for the land shown on the Plat as "Phase II Parcel A 0.397 acres" and "Campus View JMU, LLC 7.035 acres" even if such land will not be a part of the Condominium Property because it has or will be withdrawn from Campus View JMU Condominium and developed as a separate project apart from Campus View JMU Condominium; and

WHEREAS, Article IV, Section 4.4 (a) of the Declaration grants each unit owner and each person lawfully occupying a unit located on any portion of the additional land described in Exhibit A2 to the Amendment a non-exclusive easement for access to and use of the amenities and recreational grounds (pool clubhouse and basketball court), driveways and parking facilities constituting a portion of the common elements (other than any limited common elements) of the Campus View Condominium, and defines these amenities, recreational grounds, driveways and parking facilities as the "Common Facilities;" and

WHEREAS, Article IV, Section 4.4 (e) of the Declaration provides in relevant part that “[E]ach owner of a portion of the additional land to whom the Declarant has granted an easement to use the Common Facilities shall pay to the Association an annual assessment levied exclusively for a proportionate share of the costs for the management, operation, repair, replacement and maintenance of the Common Facilities. The assessment levied upon each such owner shall be determined by multiplying the actual expenses for the Common Facilities by a fraction, the numerator of which is the number of dwelling units on the additional land which such owner owns and the denominator of which is the number of dwelling units and condominium units on both the land and additional land.”; and

WHEREAS, Campus View has agreed to grant to Davis Mill certain construction, utility and drainage easements on the Condominium Property for the construction, operation, maintenance and support of Units on the Davis Mill Property and for the construction, installation, maintenance, use and inspection of lines and appurtenances for public or private water, sewer, drainage (including related detention and sediment basins), gas, electric, telephone, television reception and other utilities and certain access easements and rights of way over and across the Condominium Property to afford vehicular and pedestrian access through, over and across the common elements of the Condominium from and to any public street or road adjoining the Condominium Property, including but not limited to, a temporary construction easement for the construction of twelve (12) units on the Phase II Parcel A 0.397 acres, and certain easements for access to and use of certain of the Common Facilities on the Condominium Property for the

benefit of the Davis Mill Property including, but not limited to, an exclusive parking easement for forty-four (44) parking spaces for the benefit of Phase II Parcel A 0.397 acres and the twelve units to be constructed thereon, a non-exclusive access easement, and a non-exclusive easement for the use of the pool, clubhouse, basketball court and other recreational amenities; and

WHEREAS, Davis Mill has agreed to grant Campus View certain easements for the operation, maintenance, and support of parking areas on the Condominium Property which encroach on the Davis Mill Property, as shown on the Plat.

NOW THEREFORE, in consideration of the foregoing Premises and TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY unto Davis Mill, LLC, its successors and assigns, perpetual rights of way and easement (the "Easements") as follows:

1. Utility Easements. A non-exclusive perpetual easement to construct, install, maintain, repair, replace, extend, improve and use existing utility lines and existing drainage facilities, including the detention and sediment basin located on the Condominium Property, consisting of pipes and appurtenances thereto on the common elements of the Condominium Property, for the benefit of the Davis Mill Property. As a part of this easement, Davis Mill, its successors and assigns, shall have the right to enter upon the common elements of the Condominium Property for the purpose of constructing, installing, maintaining, repairing, replacing, extending and using existing public or private water, sewer, drainage (including

the existing detention and sediment basin), gas, electric, telephone, television reception, and other utilities (either existing or new) and the right of ingress and egress thereto as reasonably necessary to construct, install, maintain, repair, replace or extend such utility lines. Whenever it is necessary to excavate earth within the common elements of the Condominium Property, Davis Mill agrees to backfill such excavation in a proper and workmanlike manner so as to restore surface conditions as nearly as practical to the same condition existing prior to the excavation, including the restoration of such paved surfaces as may be damaged or disturbed as a part of such excavation.

Campus View, its successors and assigns, agree that no trees, shrubs, fences, buildings, overhangs or other improvements or obstructions shall be placed within the utility easements conveyed herein.

The easements provided for herein shall include the right of Davis Mill, its successors and assigns, to cut any tree, brush, and shrubbery, remove obstructions and take other similar action reasonably necessary to provide economical and safe utility line installation, operation and maintenance. Davis Mill shall have no responsibility to Campus View LLC, its successors and assigns, to replace or reimburse the cost of such trees, brush, shrubbery or obstructions if cut, removed or otherwise damaged.

Any new facilities constructed within the utility easements granted herein shall be the property of Davis Mill, which shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations and connections to or extensions to its facilities within the boundaries of the common elements of

Campus View Condominium as are consistent with the purposes expressed herein. As a part of the granting of these utility easements, Davis Mill shall have the right to assign such easements and facilities as are necessary for its purposes as described herein to appropriate private and governmental utilities so that these utilities may take over the permanent ownership and maintenance of the facilities within the easements granted herein, and Campus View and the Association agree to join in such assignment if such should be necessary.

2. Access Easement to Public Highway. An access easement and right of way through, over and across the common elements of the Condominium Property for vehicular and pedestrian access through, over and across these common elements from and to any public street and road adjoining the Campus View JMU Condominium property and any portion of the Davis Mill Property. The location and dimensions of the access easement across the Condominium Property for the benefit of the Davis Mill Property for ingress and egress is shown on the attached Plat at Exhibit A.

3. Construction Easement. During periods of development of the Davis Mill Property, such ingress and egress to the construction easement and construction easements on the common elements of the Condominium Property needed for construction of a building containing twelve (12) units on the Davis Mill Property shown on the Plat as the Phase II Parcel A 0.397 acres. The construction easement is located and identified on the plat attached hereto as Exhibit A. The construction easement shall be subject to the following terms and conditions:

- (a) Davis Mill, its contractors and subcontractors, shall have full and free use of the easement for the purposes named and shall have the rights and privileges reasonably necessary to the exercise of the easement.
- (b) The Declarant reserves to itself, and all members of the Campus View JMU Condominium Unit Owners Association, Inc., its successors and assigns, the right to make use of the private roads and streets in the Condominium that will not be inconsistent with the easements granted herein.
- (c) Davis Mill shall be responsible for restoring surface conditions as nearly as practicable to the same condition existing prior to use of the construction easement, including the restoration of such paved surfaces as may be damaged or disturbed as a result of the use of the construction easement.
- (d) The construction easement shall expire upon completion of construction of the twelve (12) units on the Phase II Parcel A 0.397 acres and the issuance of a certificate of occupancy for such units.

4. Certain Common Facilitates Easement. An easement for use of certain Common Facilitates on the Condominium Property as follows:

- (a) A perpetual parking easement, consisting of forty-four (44) parking spaces surrounding and contiguous to Phase II Parcel A 0.397 acres, as shown on the plat attached hereto as Exhibit A, for the exclusive benefit of Davis Mill, its successors and assigns.

(b) A non-exclusive easement and right to use the pool and pool grounds, the basketball court, the clubhouse which is located in Condominium Building 6, as shown on the Plat, and any other recreational amenity. This right to use the pool and pool grounds, basketball courts, and clubhouse and other amenities and recreational facilities shall exist for the benefit of Davis Mill, its successors and assigns, for the benefit of occupants of residential unit constructed on the Davis Mill Property. Such use of these amenities and recreational facilities shall be on the same basis as the use allowed for unit owners and tenants in units in the Condominium Property.

5. Access easement to Common Facilities. An access easement and right of way through, over, and across the common elements of the Condominium Property to and from the Davis Mill Property and the public roads for use of certain of the Common Facilities of the Condominium Property described herein, constituting a portion of the common elements of the Condominium Property, consisting of access to and use of the parking easement granted herein and use of the amenities and recreational grounds of the Condominium Property, including but not limited to, the basketball court, the pool and pool grounds as shown on the Plat, and the clubhouse which is located in Condominium Building 6, as shown on the Plat.

6. Cost Allocation. (a) Davis Mill, its successors and assigns, shall be required to pay to the Campus View JMU Condominium Unit Owners Association, Inc. a share of the Association's cost of maintenance of that portion

of the Common Facilities which include the pool, basketball court, clubhouse and other amenities and recreational facilities and drainage facilities and sediment basins. The assessment levied upon Davis Mill for use of the pool, pool grounds, basketball court, and other recreational facilities and drainage facilities and sediment basin shall be determined by multiplying the actual expenses for these Common Facilities only by a fraction, the numerator of which is the number of dwelling units then on the Davis Mill Property as evidenced by a certificate of occupancy issued by the City of Harrisonburg, Virginia and the denominator of which is the number of dwelling units and condominium units on both the Condominium Property and the land shown on the plat as "Phase II Parcel A 0.397 AC" and "Campus View JMU, LLC 7.035 AC.". This assessment shall be adjusted by the Association to reflect any change in the number of such dwelling units or condominium units. If the Davis Mill Property is subject to a homeowners association or unit owners association, such association shall pay to the Association, the assessment described in this subsection on behalf of the owners' subject thereto.

(b) Parking Spaces, Cost Allocation. Notwithstanding anything to the contrary herein, upon construction of twelve (12) units on the "Phase II Parcel A 0.397 acres" as shown on the Plat, Davis Mill shall be responsible for paying 20% of the cost of maintenance, repair, and replacement of the parking areas (based upon its easement for 44 parking spaces compared to 220 total parking spaces located on the Condominium Property.)

(c) Access Road Cost Allocation. Davis Mill shall be responsible for paying 20% of the cost of the maintenance, repair and replacement of access easements granted herein across the Condominium Property.

(d). Campus View Responsibility. Campus View and the Association shall be responsible for paying 100% of the cost of the Common Facilities of the Condominium Property not specifically included in this Agreement, including, but not limited to, retaining walls on the Condominium Property, lawn and maintenance on the Condominium Property and sidewalks on the Condominium Property.

7. Maintenance Standard. The access easements and Common Facility easements (for use of 44 parking spaces, pool, basketball court, clubhouse and other amenities and recreational facilities) shall be maintained in perpetuity by the Association to substantially the same condition as it was when approved for use by the County of Rockingham. The travelways and parking areas shall at all times be maintained so that they are safe and convenient for passenger automobiles and emergency vehicles at all-time except in severe temporary weather conditions. The pool shall be maintained at all times so that it is safe and convenient for use as a pool, taking into consideration the seasonal nature of the pool use. The clubhouse shall be maintained at all times so that it is safe and convenient for the clubhouse use for which it is intended.

8. Maintenance. For purposes of this instrument, "Maintenance" includes the maintenance of the streets, and all curbs, curbs and gutters, drainage facilities, utilities, and other street improvements and parking areas, and the

prompt removal of snow, water, debris and any other obstruction so as to keep the streets and parking areas reasonably open for usage by all vehicles, including emergency service vehicles. Further, the maintenance of the pool includes the maintenance of all mechanical and physical components making up the pool, including but not limited to all pumps, filters, and chemical application devices necessary to keep the pool clean and safe. Further, the maintenance of the clubhouse includes, but is not limited to, keeping the clubhouse appropriately furnished and open at reasonable time for use. Further, the maintenance of the basketball court includes, but is not limited to, keeping the basketball court appropriately furnished and maintained to enable recreational use of such facility. Further, maintenance of the detention basin and sediment basin include, but is not limited to, keeping the detention basin and sediment basin in such condition that it performs its maintenance and sediment retention capabilities as originally designed and as required by local ordinances. The term "to maintain" or any derivation of that verb, includes the maintenance, replacement, reconstruction and correction of defects or damage.

9. Costs Greater than \$5,000. Any further construction or maintenance or repair of the Common Facilities granted herein, including the roads, parking spaces, access easements, pool, basketball court, clubhouse and other amenities and recreational facilities provided for herein and costing or estimated to cost more than \$5,000.00 shall be undertaken only with the mutual consent of the Campus View JMU Unit Owners Association, Inc. and Davis Mill, their successor and assigns. Further, in the event that Davis Mill determines that the

roads are not safe and convenient for passenger automobiles and emergency vehicles at all times except in severe temporary weather conditions or the pool, clubhouse, basketball court, parking spaces, and/or drainage and sediment basin facilities are not suitable for the purposes for which they are intended, Davis Mill shall give thirty (30) days prior written notice to the Association. Davis Mill then may commence or contract for maintenance or repair to bring such roads or parking spaces or pool or clubhouse, or basketball court or drainage facilities or sediment basin up to minimum standards, and the charges therefore shall be the responsibility of all owners using the Common Facilities, allocated as provided in Section 6 (a) herein.

10. Failure to Pay. If any owner (Davis Mill, its successors and assigns or the Association, as the case may be) shall fail to pay its proportionate share of the costs of maintenance or repair for which it is responsible, as provided herein, any other owner not in default, or the person or corporation performing such maintenance, may, after thirty days written notice to the defaulting owner bring an action at law against each defaulting parcel owner in a court of competent jurisdiction and/or may record in the Clerk's Office of the Circuit Court of the County of Rockingham, Virginia, a notice of lien against all of the defaulting parcel owners to secure payment of a parcel failing to pay its proportionate share of maintenance or repair. The amounts due by any delinquent owner shall bear interest at the maximum judgment rate provided for by law from the date of completion of the maintenance; and the delinquent owner shall be liable to pay all costs of collection, including reasonable attorney's fees. A notice of lien may be

bonded off as set forth in Va. Code §43-70 *et. seq.* or a motion to quash may be brought in the Circuit Court of the County of Rockingham, Virginia.

11. Disputes. In the event of any dispute or disagreement between or among the parties regarding their respective rights and obligations under the terms and conditions of this Deed of Easement, the parties agree to promptly submit all such disputes or disagreements to the Circuit Court of Rockingham County, Virginia. Each of the parties knowingly, voluntarily, intentionally, expressly, with full knowledge and understanding of such parties legal rights and remedies, and with the full knowledge, advise and consent of their legal counsel, does hereby waive trial by jury with respect to any and all claims relating to any such dispute or disagreement between or among the parties regarding their respective rights and obligations under the terms and conditions of this easement. It is expressly understood and agreed among the parties that the Circuit Court of Rockingham County, Virginia, shall have both subject-matter and personal jurisdiction over the parties and over all claims which may be filed under the terms and conditions of this Easement Agreement, including full power and authority to issue injunctive relief, to order specific performance, to award monetary damages and/or to award any other legal or equitable relief which may be available to a court of law or a court of equity under the laws of the Commonwealth of Virginia. In the event that any party files any litigation, lawsuit, or legal proceeding to enforce any of the specific terms and conditions of this Easement Agreement, the prevailing party in any such legal proceeding shall be entitled to an award of all reasonable and actual attorney's fees and costs incurred by such party in the litigation.

12. Free Use. Davis Mill, its successors and assigns, shall have full and free use of the easements for the purposes named, and shall have all rights and privileges reasonably necessary in exercise of the easements.

13. Covenants. The permanent ingress, egress, access, construction and Common Facilities easements conveyed herein shall be subject to all covenants, conditions, restrictions and other easements of record in so far as they may legally affect such easements. Further, Davis Mill, its successors and assigns, in using such easements shall abide at all times with the Bylaws and Rules and Regulations of the Campus View JMU Condominium so long as such do not conflict with or impede the use of the easements granted herein.

14. Easements Run with the Land. The easements conveyed herein for the benefit of the Davis Mill Property shall be binding upon the Condominium Property, whether now or hereafter owned, and shall run with the land and benefit the Davis Mill Property and every portion thereof.

15. Association Joinder. The Association joins this Deed of Easement to indicate its consent to the conveyance of the easements conveyed herein to Davis Mill and the other matters set out herein, to the extent such may be required.

NOW THEREFORE, in consideration of the foregoing Premises and TEN (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Davis Mill, LLC does hereby GRANT and CONVEY unto Campus View JMU, LLC and the Campus View JMU Condominium Unit Owners Association, Inc., their successors and assigns, a perpetual right of way and easement as follows:

16. Parking Areas Easement. An easement to maintain, repair and replace existing portions of the parking areas for the Condominium Property which encroach on the Davis Mill Property, as shown on the Plat. As a part of this easement, Campus View and the Campus View JMU Condominium Unit Owners Association, Inc., their successors and assigns, shall have the right to enter upon the Davis Mill Property for the purpose of maintaining, repairing, and replacing the existing parking areas located on the Davis Mill Property and the right of ingress and egress thereto as is reasonably necessary to maintain, repair and replace such parking areas. Whenever it is necessary to excavate earth within the easement granted herein on the Davis Mill Property, Campus View and the Campus View JMU Condominium Unit Owners Association, Inc. agrees to backfill such excavation in a proper and workmanlike manner so as to restore surface conditions as nearly as practicable to the same conditions existing prior to the excavation, including the restoration of such paved surfaces as may be damaged or disturbed as a part of such excavation.

Davis Mill, its successors and assigns, agree that no trees, shrubs, fences, buildings, overhangs, or other improvements or obstructions shall be placed in the utility easements granted herein.

The easement provided for herein shall include the right of Campus View and the campus View JMU Condominium Unit Owners Association, Inc., their successors and assigns, to cut any tree, brush, shrubbery, remove obstructions and take other similar action reasonably necessary to provide economical and safe parking area operation and maintenance. Campus View and the Campus View

JMU Condominium Unit Owners Association, Inc. shall have no responsibility to Davis Mill, its successors and assigns, to replace or reimburse the costs of such trees, brush, shrubbery or obstructions if cut, removed or otherwise damaged.

Any new facilities constructed within the easement granted herein shall be the property of Campus View and the Campus View JMU Condominium Unit Owners Association, Inc. which shall have the right to inspect, rebuild, remove, repair, and improve and make such changes, alterations to its facilities within the boundaries of the Davis Mill Property as are consistent with the purposes expressed herein.

17. Insurance. (a) Davis Mill shall maintain for its own benefit, and at its own expense a comprehensive public liability insurance policy to the extent of at least \$1,000,000 coverage for bodily injury and at least \$_____ coverage for property damage, a copy of which policy shall be furnished to Campus View and the Campus View JMU Condominium Unit Owners, Inc., including evidence of payment of annual premiums therefore naming Campus View and the Campus View JMU Condominium Unit Owners Association, Inc. as an additional insured thereunder.

WITNESS the following signatures and seals:

CAMPUS VIEW JMU, LLC

Notary Public

By: _____ (SEAL)

_____ [Name]

_____ [Title]

STATE OF _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by _____, _____ of Campus View JMU, LLC.

Notary Public

My Commission Expires: _____

ID No. _____

DAVIS MILL, LLC

By: _____ (SEAL)
Guy Blundon, Managing Member

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of
_____, 2012 by Guy Blundon, managing Member of Davis Mill, LLC.

Notary Public

My Commission Expires: _____
ID No. _____

CAMPUS VIEW JMU CONDOMINIUM UNIT
OWNERS ASSOCIATION, INC.

By: _____ (SEAL)
_____ [Name]
_____ [Title]

STATE OF _____
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of
_____, 2012 by _____,
_____ of Campus View JMU Condominium Unit Owners
Association, Inc.

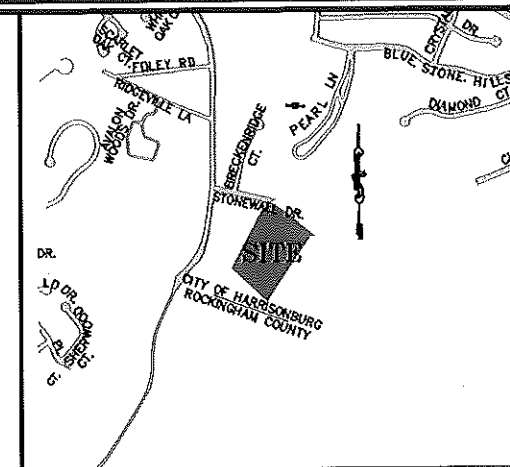
Notary Public

My Commission Expires: _____
ID No. _____

PROPOSED DENSITY			
LOT	SIZE, ACRES	UNITS	DENSITY
#1	4.601	47	10.22 units/ac
#2	0.397	12	30.22 units/ac
#3	7.035	108	15.35 units/ac
TOTAL	12.042	167	13.87 units/ac

PROPERTY INFORMATION
 CAMPUS VIEW JMU, LLC
 TM# 81-(A)-19, ZONED: R-3
 PROPOSED USE: 168 STUDENT HOUSING UNITS
 12.09 ACRES
 DENSITY: 13.9± UNITS PER ACRE
 FEMA FLOOD ZONE X

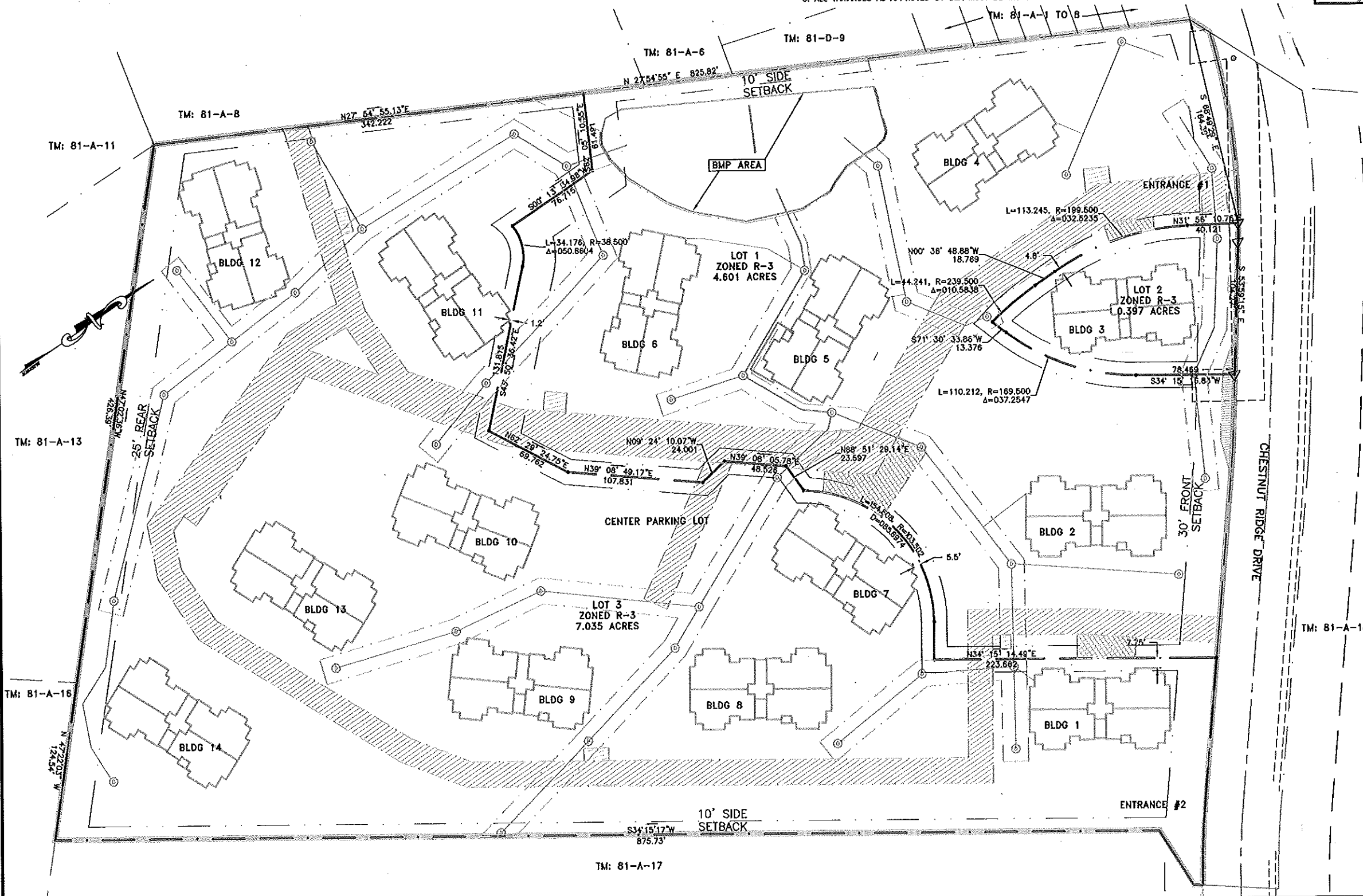
- NOTES
1. THE CURRENT CITY APPROVED SITE PLAN IS TO FOLLOWED. SEE APPROVED SITE PLAN FOR DETAILS ON WATER, SEWER, STORM, PARKING AND DRIVE LAYOUT, EASEMENTS, ENTRANCES, ESC FACILITIES AND BUILDING LOCATIONS.
 2. SETBACK VARIANCES SHOWN FOR BUILDINGS 3, 7, AND 11 ARE TO THE FOUNDATION CORNER.
 3. THE LOT LAYOUT IS TAKEN IS PART FROM THE CAMPUS VIEW JMU CONDOMINIUM PLAT AS PREPARED BY BENNER AND ASSOCIATES AND RECORDED IN DEED BOOK 3272, PAGE 467.
 4. ALL PARKING LOTS AND DRIVEWAYS ACROSS ALL THREE LOTS ARE TO BE SHARED BY TENANTS/OWNERS OF ALL THREE LOTS. OTHER THAN THE CONSTRUCTION EASEMENTS SHOWN ON THE PARKING AND DRAINAGE EASEMENT PLAN NO RESTRICTION TO SHARED USE OF THE PARKING LOTS TO OCCUR WITHOUT WRITTEN AGREEMENT BETWEEN LOT OWNERS.
 5. THE ISSUANCE OF NEW LAND DISTURBANCE PERMITS AND BUILDING PERMITS, WILL REQUIRE RECORDATION OF A BMP MAINTENANCE AGREEMENT FOR THE DETENTION POND.
 6. HEC CURRENTLY HAS UNDERGROUND ELECTRIC FACILITIES WITHIN THIS DEVELOPMENT. ALL EXISTING FACILITIES TO HAVE A 20' EASEMENT WITH INGRESS-EGRESS ACCESS VIA THE DRIVEWAYS. IN ADDITION, NEW EASEMENTS FROM THE EXISTING FACILITIES TO BE EXTENDED AS NEEDED BY HEC TO SERVE THE REMAINING UNDEVELOPED PORTION OF THE SITE.
 7. APPLICANT IS AWARE THE PRELIMINARY PLAT AS CURRENTLY SHOWN DOES NOT MEET THE REQUIREMENTS OF HARRISONBURG ZONING ORDINANCE SECTION 10-3-25 (3). THIS PRELIMINARY PLAT DOES MEET THE REQUIREMENTS OF HARRISONBURG ZONING ORDINANCE SECTION 10-3-30.1, APPROVED ON APRIL 24, 2012 WITH AN EFFECTIVE DATE OF SEPTEMBER 1, 2012, WHICH WILL REPLACE SECTION 10-3-25 (3). THEREFORE, THE APPLICANT REALIZES THE FINAL PLAT FOR THIS SUBDIVISION CANNOT BE APPROVED UNTIL AFTER SEPTEMBER 1, 2012.
 8. ALL VARIANCES AS APPROVED BY BZA MUST BE INCLUDED ON THE FINAL PLAT.



VICINITY MAP
 (SCALE: 1"=1000')

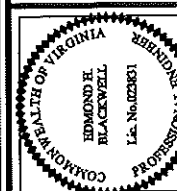
LEGEND

- CENTER LINE
- EXISTING PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- CITY WATER & SEWER EASEMENT
- PRIVATE WATER & SEWER EASEMENT FOR BLDGS 1, 3, AND 7



Date: APRIL 2012
 Scale: 1" = 40'
 Designed by: EHB
 Drawn by: EHB
 Checked by: EHB

BLACKWELL
 ENGINEERING, PLC
 565 East Market Street
 Harrisonburg, Virginia 22801
 PHONE (540)432-6655 FAX (540)434-7804
 E-mail: BBlackwell@blackwelleng.com



Revision	Date

PRELIMINARY PLAT - BZA VARIANCE
 CAMPUS VIEW CONDOMINIUMS
 CAMPUS VIEW JMU, LLC
 2801 LIBERTY AVENUE
 PITTSBURGH, PA 15222

Drawing No.
P1
 of - Sheets

Job No. 2280

PROPOSED USE AND PARKING REQUIREMENTS						
PROPOSED BUILDINGS	USE	SIZE, sf	RATE	UNITS	BEDROOMS PER UNIT	REQUIRED SPACES
#1	CONDOMINIUM (TYPE A)	-	*	12	4	42
#2	CONDOMINIUM (TYPE A)	-	*	12	4	42
#3	APARTMENT (TYPE A)	-	*	12	4	42
#4	CONDOMINIUM (TYPE A)	-	*	12	4	42
#5	CONDOMINIUM (TYPE A)	-	*	12	4	42
#6	CONDO W/ CLUBHOUSE	1500	1/250 SF	11	4	45
#7	CONDOMINIUM (TYPE A)	-	*	12	4	42
#8	CONDOMINIUM (TYPE A)	-	*	12	4	42
#9	CONDOMINIUM (TYPE A)	-	*	12	4	42
#10	CONDOMINIUM (TYPE A)	-	*	12	4	42
#11	CONDOMINIUM (TYPE A)	-	*	12	4	42
#12	CONDOMINIUM (TYPE A)	-	*	12	4	42
#13	CONDOMINIUM (TYPE A)	-	*	12	4	42
#14	CONDOMINIUM (TYPE A)	-	*	12	4	42
* PER § 10-3-25, (10)						TOTAL REQUIRED SPACES 591
TWO AND ONE HALF SPACES FOR EACH DWELLING UNIT WITH TWO OR THREE BEDROOMS, PLUS ONE ADDITIONAL PARKING SPACE FOR EACH BEDROOM WHEN A UNIT HAS OVER THREE BEDROOMS.						HANDICAP REQUIRED 14
						TOTAL PROVIDED SPACES 687
						HANDICAP PROVIDED 14

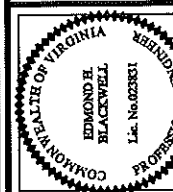
- PARKING AND ACCESS EASEMENT NOTES**
1. THE CONSTRUCTION VEHICLE ACCESS FOR THE CONSTRUCTION OF BUILDINGS 1, 7 TO 14 WILL BE VIA ENTRANCE #2.
 2. THE CONSTRUCTION VEHICLE ACCESS FOR THE CONSTRUCTION OF BUILDING 3 WILL BE VIA ENTRANCE #1.
 3. DURING THE CONSTRUCTION OF BUILDINGS 1, 3, 7, 10, AND 11 THE DESIGNATED PARKING SPACES, AS SHOWN IN HATCHED EASEMENT AREAS BELOW, WILL BE CLOSED TO PUBLIC AND RESIDENT PARKING. THESE AREAS ARE TO BE RESERVED FOR SAFETY SETBACK AND CONSTRUCTION ACTIVITY.
 4. AS A MINIMUM, 188 EXISTING PARKING SPACES (4 SPACES PER EXISTING CONDOMINIUM) WILL BE LEFT OPEN AT ALL TIMES DURING CONSTRUCTION OF BUILDINGS 1, 3, 7, 10, AND 11.
 5. AFTER CONSTRUCTION, CROSS ACCESS AND PARKING IS TO BE PER THE DEED OF EASEMENT.

- LEGEND**
- CENTER LINE
 - - - EXISTING PROPERTY LINE
 - SETBACK LINE
 - EASEMENT LINE
 - BLDG 1 CONSTRUCTION PARKING EASEMENT
 - BLDG 3 CONSTRUCTION PARKING EASEMENT
 - BLDG 7 CONSTRUCTION PARKING EASEMENT
 - BLDG 10 CONSTRUCTION PARKING EASEMENT
 - BLDG 11 CONSTRUCTION PARKING EASEMENT
 - DRAINAGE MAINTENANCE EASEMENT



Date: APRIL 2012
 Scale: 1" = 40'
 Designed by: EHB
 Drawn by: EHB
 Checked by: EHB

BLACKWELL ENGINEERING, PLC
 566 East Market Street
 Harrisonburg, Virginia 22801
 PHONE: (540)432-6655 FAX: (540)434-7884
 E-MAIL: BEE@blackwellengineering.com



Revision	Date

PARKING AND DRAINAGE EASEMENT PLAN
 CAMPUS VIEW CONDOMINIUMS
 CAMPUS VIEW JMU, LLC
 2801 LIBERTY AVENUE
 PITTSBURGH, PA 15222

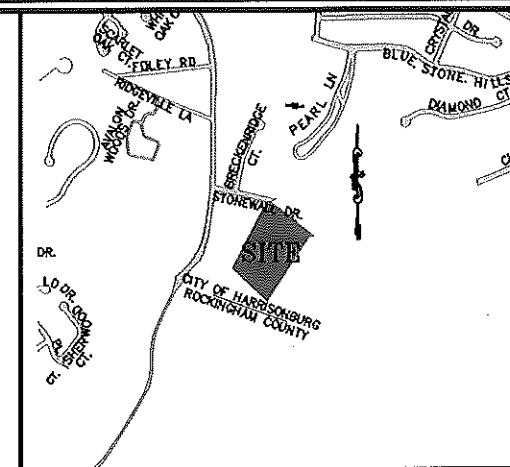
Drawing No.
P2
 of - Sheets

Job No. 2280

PROPOSED DENSITY			
LOT	SIZE, ACRES	UNITS	DENSITY
#1	4.601	47	10.22 units/ac
#2	0.397	12	30.22 units/ac
#3	7.035	108	15.35 units/ac
TOTAL	12.042	167	13.87 units/ac

PROPERTY INFORMATION
 CAMPUS VIEW JMU, LLC
 TM# 81-(A)-19, ZONED: R-3
 PROPOSED USE: 168 STUDENT HOUSING UNITS
 12.09 ACRES
 DENSITY: 13.9± UNITS PER ACRE
 FEMA FLOOD ZONE X

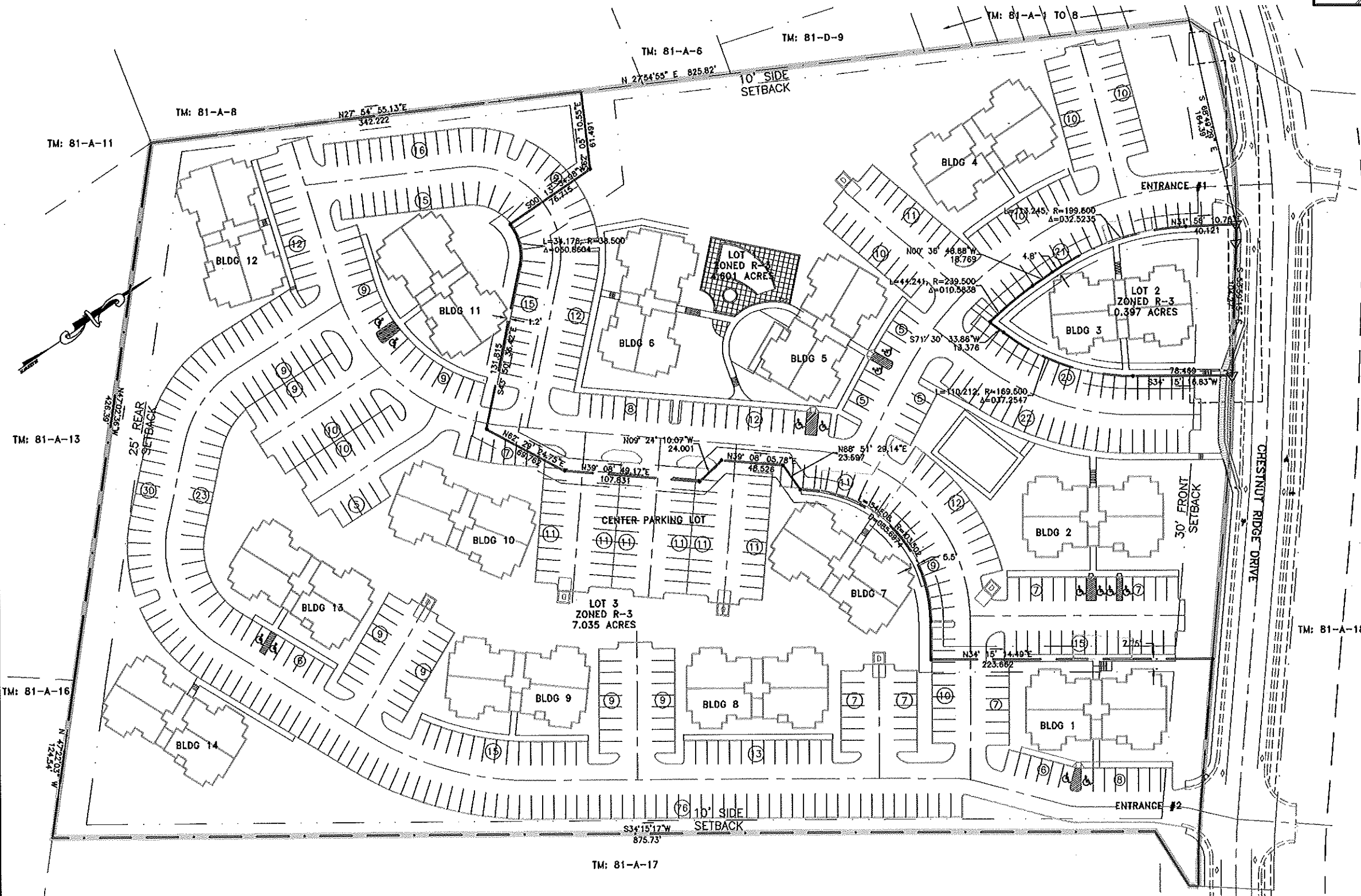
- NOTES
1. THE CURRENT CITY APPROVED SITE PLAN IS TO FOLLOWED. SEE APPROVED SITE PLAN FOR DETAILS ON WATER, SEWER, STORM, PARKING AND DRIVE LAYOUT, EASEMENTS, ENTRANCES, ESC FACILITIES AND BUILDING LOCATIONS.
 2. SETBACK VARIANCES SHOWN FOR BUILDINGS 3, 7, AND 11 ARE TO THE FOUNDATION CORNER.
 3. THE LOT LAYOUT IS TAKEN IS PART FROM THE CAMPUS VIEW JMU CONDOMINIUM PLAT AS PREPARED BY BENNER AND ASSOCIATES AND RECORDED IN DEED BOOK 3272, PAGE 487.



VICINITY MAP
 (SCALE: 1"=1000')

LEGEND

- CENTER LINE
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE



Date: APRIL 2012
 Scale: 1" = 40'
 Designed by: EHB
 Drawn by: EHB
 Checked by: EHB

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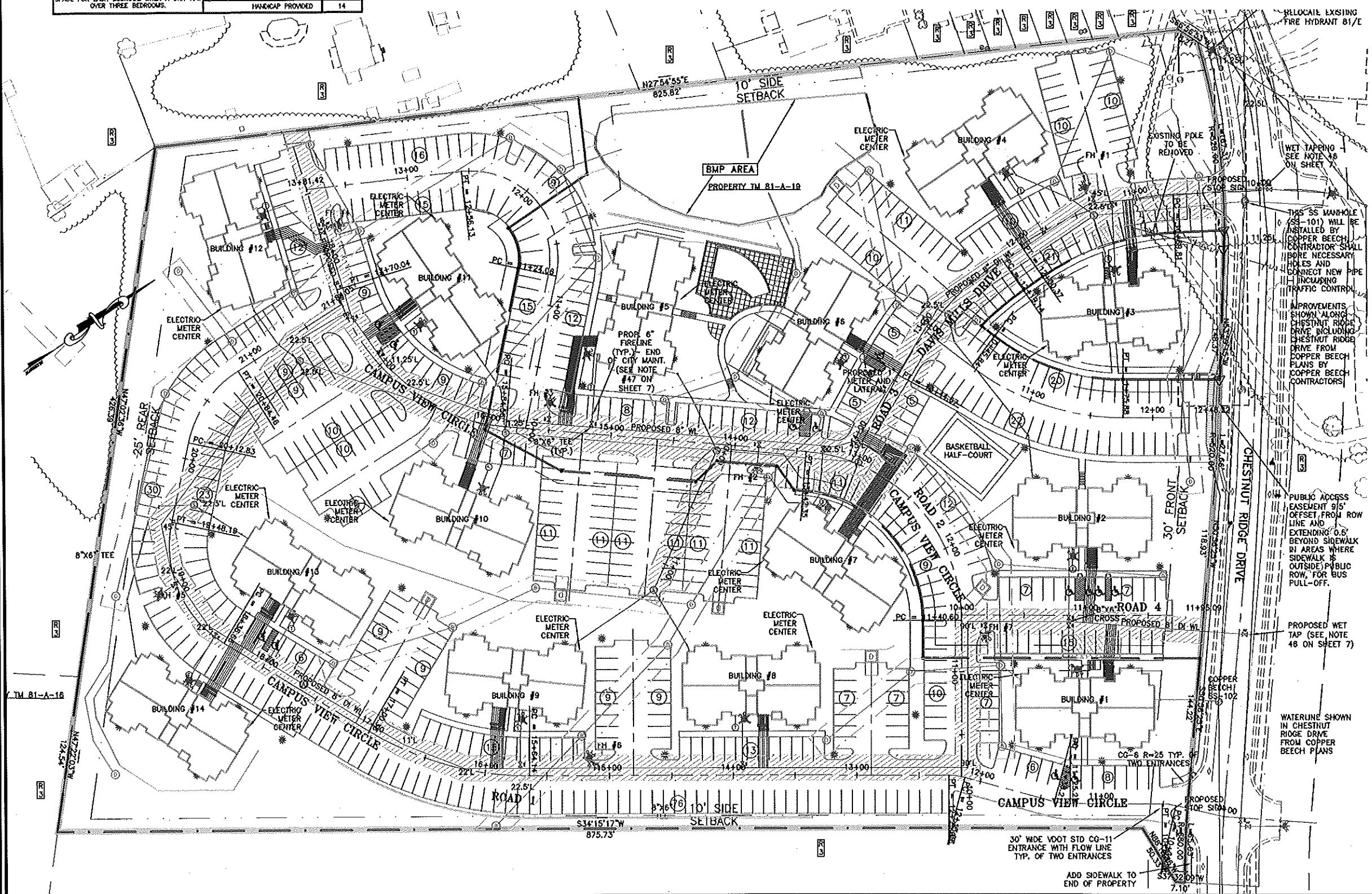
Revision Dates

BASE SITE PLAN
 CAMPUS VIEW CONDOMINIUMS
 CAMPUS VIEW JMU, LLC
 2801 LIBERTY AVENUE
 PITTSBURGH, PA 15222

Drawing No.
P3
 of - Sheets

Job No. 2280

PROPOSED USE AND PARKING REQUIREMENTS						
PROPOSED BUILDINGS	USE	SIZE, SF	RATE	UNITS	BEDROOMS PER UNIT	REQUIRED SPACES
#1	CONDOMINIUM (TYPE A)	-	-	12	4	42
#2	CONDOMINIUM (TYPE A)	-	-	12	4	42
#3	CONDOMINIUM (TYPE A)	-	-	12	4	42
#4	CONDOMINIUM (TYPE A)	-	-	12	4	42
#5	CONDOMINIUM (TYPE A)	-	-	12	4	42
#6	CONDO W/ CLUBHOUSE	1500	1/250 SF	11	4	45
#7	CONDOMINIUM (TYPE A)	-	-	12	4	42
#8	CONDOMINIUM (TYPE A)	-	-	12	4	42
#9	CONDOMINIUM (TYPE A)	-	-	12	4	42
#10	CONDOMINIUM (TYPE A)	-	-	12	4	42
#11	CONDOMINIUM (TYPE A)	-	-	12	4	42
#12	CONDOMINIUM (TYPE A)	-	-	12	4	42
#13	CONDOMINIUM (TYPE A)	-	-	12	4	42
#14	CONDOMINIUM (TYPE A)	-	-	12	4	42
* PER S 10-3-25, (10)						
TWO AND ONE HALF SPACES FOR EACH DWELLING UNIT WITH TWO OR THREE BEDROOMS, PLUS ONE ADDITIONAL PARKING SPACE FOR EACH BEDROOM WHEN A UNIT HAS OVER THREE BEDROOMS.						
TOTAL REQUIRED SPACES						591
HANDICAP REQUIRED						14
TOTAL PROVIDED SPACES						667
HANDICAP PROVIDED						14



- ### LEGEND
- CENTER LINE
 - AD UNIT
 - E/T
 - UTILITY POLE
 - PROPOSED LIGHTS
 - WATER LINES
 - METER BOX WITH TOUCH READ PAD
 - SANITARY LINES
 - SANITARY SEWER CLEANOUT
 - STORM SYSTEM
 - GAS LINES
 - EXISTING PROPERTY LINE
 - SETBACK LINE
 - EASEMENT LINE
 - PROPOSED ROAD/EDP
 - EXISTING ROAD
 - EXISTING PARKING
 - CURBING: CO-2 OR CO-8
 - DUMPSTER
 - HANDICAP PARKING
 - CO-12B CURB CUT RAMPS
 - FIRE HYDRANT
 - WATER METER
 - AIR RELEASE VALVE
 - PROPOSED FENCE
 - EXISTING FENCE LINE
 - LIGHT PAVEMENT AREA
 - HEAVY PAVEMENT AREA
 - PROPOSED SIDEWALKS
 - VDOT PAVEMENT AREA
 - GRASS AREA
 - PROPOSED WATER AND SEWER EASEMENT
 - EXISTING CONTOURS
 - PROPOSED CONTOURS
 - PROPOSED SPOT ELEVATIONS
 - CONSTRUCTION ENTRANCE (3.02)
 - CULVERT INLET PROTECTION (3.08)
 - INLET PROTECTION (3.07)
 - OUTLET PROTECTION (3.18)
 - DIVERSION BOX (3.09)
 - SILT FENCE (3.06)
 - SEDIMENT BASIN (3.14)
 - SEDIMENT BASIN (3.14)
 - DISTURBED AREA
 - R-3 ZONED PROPERTY
 - HANDICAP RAMP - CURB

Date: OCT. 3, 2007
 Scale: 1" = 40'
 Designed by: ALS
 Drawn by: ALS
 Checked by: EHB

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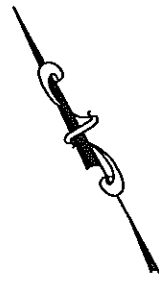
Revision Dates
MAY 16, 2008

SITE LAYOUT
CAMPUS VIEW CONDOMINIUMS
 CAMPUS VIEW JMU, LLC
 2801 LIBERTY AVENUE
 PITTSBURGH, PA 15222

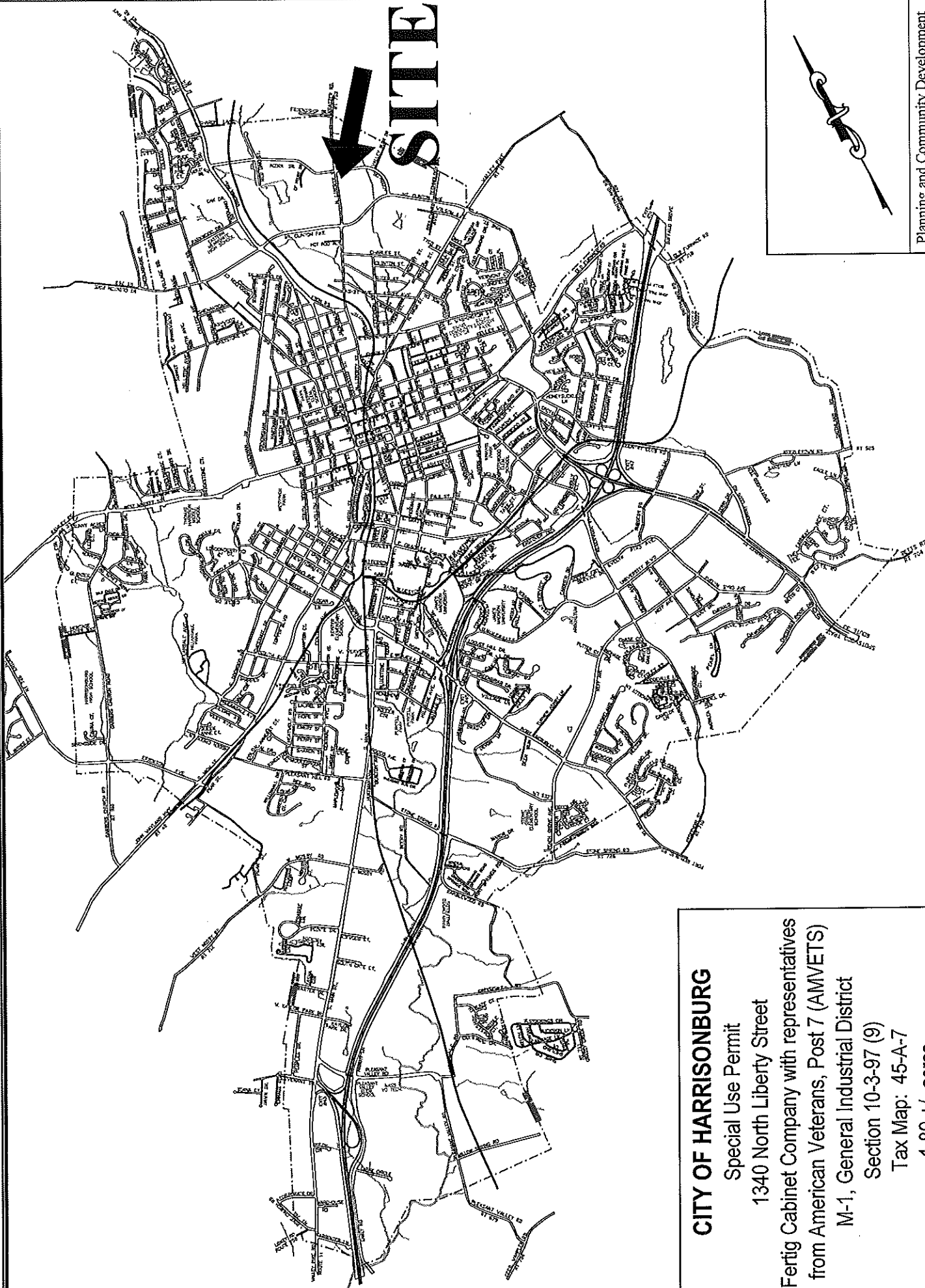
Drawing No.
2
 of 8 Sheets

Job No. 2280

SITE



Planning and Community Development
City of Harrisonburg, Virginia



CITY OF HARRISONBURG

Special Use Permit

1340 North Liberty Street

Fertig Cabinet Company with representatives
from American Veterans, Post 7 (AMVETS)

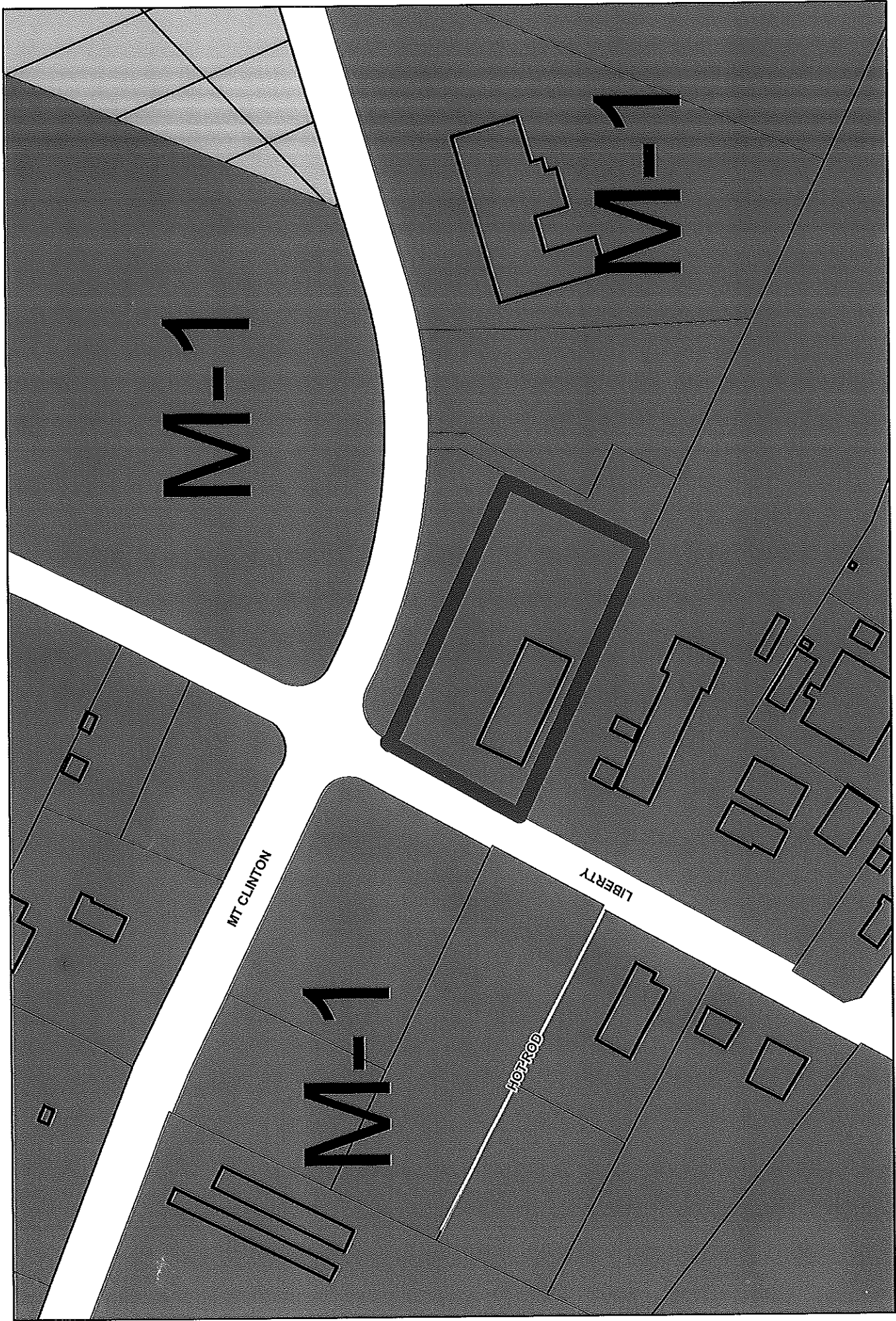
M-1, General Industrial District

Section 10-3-97 (9)

Tax Map: 45-A-7

1.89 +/- acres

LOCATION MAP



SPECIAL USE PERMIT 1340 NORTH LIBERTY STREET



City of Harrisonburg, Virginia

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

STAFF REPORT

May 9, 2012

SPECIAL USE PERMIT – 1340 NORTH LIBERTY STREET (AMVETS)

GENERAL INFORMATION

Applicant: Fertig Cabinet Company with representatives from the American Veterans, Post 7
Tax Map: 45-A-7
Acreage: 1.89 +/- acres
Location: 1340 North Liberty Street
Request: Public hearing to consider a request from Fertig Cabinet Company with representatives from the American Veterans, Post 7 (AMVETS) for a special use permit per Section 10-3-97 (9) of the Zoning Ordinance to allow a charitable or benevolent institutional use within the M-1, General Industrial District.

LAND USE, ZONING, AND SITE CHARACTERISTICS

The Comprehensive Plan designates this area as General Industrial. This designation states that these areas are composed of land and structures used for light and general manufacturing, wholesaling, warehousing, high-technology, research and development and related activities.

The following land uses are located on and adjacent to the property:

Site: Fertig Cabinet Company and showroom, zoned M-1
North: Warehouse building, zoned M-1
East: Private Utility building (telephone exchange), vacant land, zoned M-1
South: Rockingham County School Board transportation building, zoned M-1
West: Across North Liberty Street, warehouse building and vacant land, zoned M-1

EVALUATION

The applicants are requesting a special use permit per Section 10-3-97 (9) of the Zoning Ordinance to allow a charitable or benevolent institutional use within the M-1, General Industrial District. Specifically, the applicants would like to utilize the 9,800 square foot warehouse building at 1340 North Liberty Street as the post home for the American Veterans (AMVETS) Post 7. This use would include a bingo hall within a portion of the building, a tavern area and a shared kitchen. Currently, AMVETS Post 7 leases space and operates from 928 West Market Street, where the B-2 zoning of the property allows the use by right; however, they would like to purchase their own facility.

Staff does not have any concerns with establishing this type of use at this location. Planning staff met with the applicant's engineer regarding the change of use for this facility and explained that if the

special use permit were approved it would generate the need for additional parking on the site. The number of parking spaces necessary for the proposed use would likely create the need for a comprehensive site plan review of the property. Similarly this will trigger the need for other improvements such as: dedication of right-of-way, street improvements (continuation of curb and gutter and installation of sidewalk); reevaluation of water and sewer services; and possibly a Stormwater Management Plan. As well, the applicants would need to apply for a change of use permit from the Building Division. This would require that all building code regulations be met for the proposed use and any other planned renovations.

The Comprehensive Plan recognizes this area along North Liberty Street as Industrial and although zoned industrially, the industrial uses found along this corridor are not intense enough that a use such as the AMVETS would not be in concert with the surrounding uses. Staff supports this request for a charitable or benevolent use at this location.

Date Application Received: _____

Application for Special Use Permit

City of Harrisonburg, Virginia

Fee: \$325.00

Total Paid: \$ _____

Property Owner's Name: FERTIG CABINET COMPANYStreet Address: 1340 NORTH LIBERTY STREET Email: ROBERT@FERTIGCABINET.COMCity: HARRISONBURG State: VA Zip: 22801Telephone: Work 304-538-6215 Fax _____ Mobile _____Owner's Representative: AMERICAN VETERANS, POST 7 (AMVETS)Street Address: 928 WEST MARKET STREET Email: _____City: HARRISONBURG State: VA Zip: 22802Telephone: Work 540-434-1550 Fax _____ Mobile _____**Description of Property and Request**Location (Street Address): 1340 NORTH LIBERTY STREETTax Map Number Sheet: 45 Block: A Lot: 7 Lot Area: 1.89 ACRESExisting Zoning Classification: M-1Special Use being requested: BINGO HALL AT FRONT AND TAVERN AT REAR

Please provide a detailed description of the proposed (use additional pages may be attached): _____

A BINGO HALL (50% GFA) IS PROPOSED AT THE FRONT, A TAVERN (35% GFA) AT THE REAR, CENTRAL KITCHEN AND ADJACENT OFFICES (15%) SERVING BOTH USES.

Names and Addresses of Adjacent Property Owners (Use separate sheet for additional names)

North: MIKE SOUTHARD RENTAL PROPERTIES, LLC, 6260 KOINER FORD ROAD, HARRISONBURG, VA 22841South: ROCKINGHAM COUNTY SCHOOL BOARD, P.O. BOX 1252, HARRISONBURG, VA 22803East: SYNERGY OF ROCKINGHAM, LLC, 52 FADLEY ROAD, WEYERS CAVE, VA 24486 (EAST) DAVID MILLER, 1109 N. LIBERTYWest: STREET, HARRISONBURG, VA 22802 (WEST) VERIZON SOUTH, INC., 600 HIDDEN RIDGE, IRVING, TX 75038Certification: *I certify that the information contained herein is true and accurate.*

Signature: by: FERTIG CABINET CO., INC.
[Signature] President
 Property Owner

ITEMS REQUIRED FOR SUBMISSION

- ☐ Completed Application
- ☐ Site Plan
- ☐ Description of Proposed Use
- ☐ Adjacent Property Owners

- ☐ Fees Paid
- ☐ Property Located on Tax Map
- ☐ _____
- ☐ _____

American Veterans – Post 7

928 West Market Street • Harrisonburg, VA 22802

April 9, 2012

Harrisonburg City Council

Subject: Special Use Permit for 1340 North Liberty Street

Dear City Council Members,

The American Veterans – Post 7 (Amvets) is currently located in rented space at West Market Street and Waterman Drive. Amvets is the contract purchaser of the Fertig Cabinet Company building located at 1340 North Liberty Street. One of the conditions of our purchase of this property is the need to obtain a special use permit to convert the building from a retail showroom facility for use as a Bingo hall in the front of the building and a tavern in the rear.

The proposed Bingo hall would be open to the public with normal operating hours between 6:30 pm and 10:00 pm. Amvets nights would be on Mondays and Fridays and the Boys & Girls Club of Harrisonburg and Rockingham County (or a similar charitable or community service organization benefiting the locality) on Thursdays and Sundays. The tavern is proposed to be operated seven days a week with normal operating hours from 10:00 am until 10:00 pm. The tavern would be open to Amvet members only and their invited guests.

If a special use permit is granted, we propose to make various improvements to the property, such as additional paved parking, parking lot lighting, two building additions for bathrooms on the south side of the building, a small vestibule at the rear, a kitchen serving both uses, walk-in refrigeration equipment on the existing loading dock and interior renovations.

Amevets respectfully requests your approval of this application and granting us a special use permit for the purposes outlined above.

Sincerely,



Charles Carter, Commander

CC/ibf

Attachments: two photographs



Building – Left Front



Building – Right Front

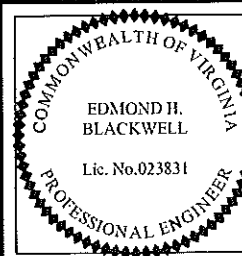
PROPOSED USE AND PARKING REQUIREMENTS						
PROPOSED BUILDING	USE	SIZE (GSF)	RATE (GSF)	EMPLOYEES	COMPANY VEHICLES	REQUIRED SPACES
1	BINGO (A-3) CLUB (A-2)	9,854	1/100	—	—	99
SECTION 10-3-25(18) RESTAURANTS, CAFES, TAVERNS OR SIMILAR FACILITIES			TOTAL REQUIRED SPACES			99
			HANDICAP REQUIRED			4
			TOTAL PROVIDED SPACES			100
			HANDICAP PROVIDED			4



**B BLACKWELL
ENGINEERING,**
566 East Market Street
Harrisonburg, Virginia 22801 **PLC**
Phone: (540) 432-9555 BE@BlackwellEngineering.com Fax: (540) 434-7604

Date:	MAR 2012
Revision Date	

Designed by: TBF	Scale: 1"=30'
Drawn by: TBF	
Job No. 2277	



SPECIAL USE PERMIT EXHIBIT

PRELIMINARY SITE PLAN
AMVETS - FERTIG CABINET SHOP
P.O. BOX 210
MOOREFIELD, WV 26836

April 2012 Proactive-Zoning Report

For the month of April 2012 the proactive-zoning program targeted the **Industrial & Technological Parks** section of the city. During the proactive inspections a total of five violations were found. The violations consisted of inoperable vehicles and discarded materials.

MONTH	SECTOR	4 th CYCLE VIOLATIONS	CORRECTED	1 st CYCLE	2 nd CYCLE	3rd CYCLE
December 2011	Wyndham Woods	2	2	2	0	4
January 2012	Northfield	13	13	21	6	19
February 2012	Purcell Park	8	7	7	6	5
March 2012	Parkview	5	5	19	7	16
April 2012	Ind./Tech Park	0	0	0	1	0
May 2012	Northeast			80	45	63
June 2012	Exit 243			10	0	1
July 2012	Fairway Hills			1	0	0
August 2012	Smithland Rd.			0	4	0
September 2012	N. Main St.			13	4	4
October 2012	Liberty St.			6	4	18
November 2012	Westover			18	8	17
December 2012	Garber's Church			1	2	1
January 2013	Spotswood Acres			6	4	1
February 2013	Jefferson St.			26	22	35
March 2013	Forest Hills/JMU			6	1	1
April 2013	S. Main St.			1	0	2
May 2013	Hillandale			7	5	17
June 2013	Maplehurst/JMU			6	5	2
July 2013	Long Ave/Norwood			12	28	17
August 2013	Greystone			13	10	13
September 2013	Greendale/SE			3	2	5
October 2013	Ramblewood			4	8	1
November 2013	Stone Spring Village/JMU			2	10	0
December 2013	Sunset Heights			7	29	10
January 2014	Reherd Acres			10	12	9
February 2014	RT 33 West			0	16	6
March 2014	Chicago Ave			16	22	29
April 2014	Pleasant Hill			4	13	17
May 2014	Avalon Woods			7	26	11
June 2014	Waterman Elementary			6	61	18
July 2014	Keister Elem			6	5	8
August 2014	500-600 S. Main			7	30	16
September 2014	Court Square			0	3	2
October 2014	Bluestone Hills & Valley Mall			3	33	31
November 2014	Preston Heights			8	3	1

The proactive-zoning program for May 2012 will be directed towards the enforcement of the Zoning Ordinance in the **Northeast** section of the City.